



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

ASP Ship Management Pty Ltd
(AG2023/106)

ASP SHIP MANAGEMENT/RV INVESTIGATOR OFFICERS ENTERPRISE AGREEMENT 2021

Maritime industry

COMMISSIONER JOHNS

MELBOURNE, 9 FEBRUARY 2023

Application for approval of the ASP Ship Management/RV Investigator Officers Enterprise Agreement 2021

[1] An application has been made for approval of an enterprise agreement known as the *ASP Ship Management/RV Investigator Officers Enterprise Agreement 2021* (**the Agreement**). The application was made pursuant to s.185 of the *Fair Work Act 2009* (**the Act**). It has been made by ASP Ship Management Pty Ltd. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[3] The Australian Maritime Officers' Union and the Australian Institute of Marine and Power Engineers being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations.

[4] Noting that the deductions at clause 54.9.2 of the Agreement may be unenforceable, the Agreement is approved and, in accordance with s.54 of the Act, will operate from 16 February 2023. The nominal expiry date of the Agreement is 31 July 2024.



COMMISSIONER

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ASP Ship Management/RV Investigator Officers Enterprise Agreement 2021

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PART 1 – APPLICATION AND OPERATION OF AGREEMENT

1. Title

This Agreement shall be known as the *ASP Ship Management/RV Investigator Officers Enterprise Agreement 2021*.

2. Definitions

Act	The <i>Fair Work Act 2009</i> (Cth) as amended.
Agreement	The " <i>ASP Ship Management RV/Investigator Officers Enterprise Agreement 2021</i> ."
AIMPE/Institute/Union	The Australian Institute of Marine and Power Engineers.
AMOU/Union	The Australian Maritime Officers Union.
AMSA	The Australian Maritime Safety Authority.
Award/SIA	The <i>Seagoing Industry Award 2020</i> as amended.
Cargo	Includes all freight carried in a vessel but does not include bunker fuel and other articles carried for the vessel's use.
Chief Mate	The officer next in grade to the Master and upon whom the command of the ship will fall in the event of the incapacity of the Master.
Convention	STCW as amended.
Company / ASPSM	The same as Employer.
Day	The 24 hours from midnight to midnight.
Delegate	The nominated on-board spokesperson for the AIMPE/AMOU members employed on the vessel; if there is no advice to the contrary then the Second Engineer shall act as AIMPE Delegate.
Deck Officer	An officer qualified in accordance with the provisions of Chapter II of the Convention and for the purposes of this document is interchangeable with the term Officer.
Dead Day	A day in which leave does not accrue.
Employee	Any person engaged or employed by the Employer in the classification or capacity of Chief Engineer, Engineer Officer (including Electrical Engineer, Electrical Technical Officer or Electrician however designated), Trainee Engineer or Cadet Engineer and Deck Officer, Chief Mate or Master and Cadet Officers.
Employer	ASP Ship Management Pty Ltd.
Engineer	A person engaged in the classification or capacity of Chief Engineer, Engineer Officer (including Electrical Engineer, Electrical Technical Officer or Electrician) and for the purposes of this document is interchangeable with the term Officer.
Fleet	Other vessels operated by ASPSM.
FWC	Fair Work Commission established by the Act.
Graded Rank/Rate	The salary (inclusive of relevant service step and any other salary component) for the rank to which the employee has been confirmed.
Home	The residence at which the employee is living when originally engaged or any other residence with the same (or less) repatriation costs mutually agreed upon between the Employer and the employee concerned.
Home Port	The port at which the employee is originally engaged or the port mutually agreed upon between the Employer and employee concerned.

Master	The person having command of the vessel.
Month	A calendar month.
Mutually Approved	Approved by the parties to this Agreement.
NES	National Employment Standards, as set out in the Act as amended. This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between the agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
Officer	A person engaged in the classification or capacity of Chief Engineer Engineer Officer (including Electrical Engineer, Electrical Technical Officer or Electrician) and Deck Officer, Chief Mate or Master however designated.
Officers Representative	Any person appointed by the employee to act on their behalf.
Officers	Deck and Engineer Officers collectively.
Operational	When the vessel is not laid up or dry docked.
Parties	AIMPE/AMOU and the Company.
Remote Medical	A medical examination that establishes the fitness for duty of the employee for the geographic remoteness of the vessel.
Salary	An annual salary.
Serving Rank	The classification at which the Officer is working.
Seafarers Employment Agreement / SEA	A reference to Seafarers Employment Agreement is a reference to a work agreement under Section 54 of the Navigation Act 2012 as amended.
Special Personnel	All personnel embarked upon the vessels who are not members of the marine crew or supernumeraries.
STCW	The International Convention on Standards of Training, Certification and Watch keeping for Seafarers.
Union	The AMOU or AIMPE.
UMS	Unattended Machinery Space.
Vessel	<i>RV Investigator</i> , or any other vessel agreed between the parties pursuant to clause 4.
Voyage Manager	A member of the Charterer's Personnel who is designated as being the person responsible for said Personnel.
Watch/Watch Keeping	An Engineering Officer Watch, either a person or group of personnel comprising the watch or a period of responsibility for an engineer officer during which the physical presence in machinery spaces of that officer may or may not be required. Or a Deck Officer Watch in accordance with Chapter A VIII (Standards regarding Watch keeping) STCW as amended.
Works Council	A consultative committee elected by and from ASPSM Officers covered by this Agreement.

3. Role of Vessel

The vessel is designed and constructed to fulfil the role of scientific research as follows:

- a) oceanographic and atmospheric research;
- b) acoustic and hydrographic research;
- c) biological research including trawling and finer net sampling;
- d) environmental research;

- e) geoscience research; and
- f) other operations within the vessel's capabilities.

4. Coverage of the Agreement

This Agreement is made between the AIMPE, the AMOU and the Company and covers the employees who are, or are eligible to be, members of the AIMPE or AMOU on or in connection with the vessel defined above and any replacement or successor vessels.

This Agreement covers all Employees (including Cadets) whilst they are working on the Vessel. This Agreement does not cover electrical work normally done by third-party contractors in port or in a dockyard, nor manufacturer's installations/service or warranty-work.

However, it does cover all other electrical work performed by the following employees:

- a) by the Chief Engineer and other Engineers and (where such classification is part of the manning of the vessel) Electrician(s), as instructed by the Chief Engineer, pursuant to this Agreement.

5. Commencement Date of Agreement and Period of Operation

The terms and conditions of this Agreement shall come into effect 7 days from the date of approval from the Fair Work Commission and shall remain in force until 31 July 2024.

6. Relationship With Other Awards and Agreements

- a) This Agreement incorporates the Seagoing Industry Award 2020 (the **Award**) subject to this clause and clause 6(b) below. It is intended that this Agreement specifies all payments and benefits payable to Employees, but no right, obligation or liability accrued or incurred under previous applicable Awards or Agreements will be affected.
- b) In the event of any inconsistency between any terms of the Award (as incorporated into this Agreement), and an express provision set out in this Agreement, the express provision in this Agreement shall prevail to the extent of the inconsistency.
- c) The terms and conditions of this Agreement shall be a condition of employment and made available to all existing employees and all new employees prior to commencement.
- d) This Agreement supersedes in full the *ASP Ship Management/RV Investigator Officers Enterprise Agreement 2017*. All previous Agreements are extinguished.
- e) Employees are required to comply with fleet instructions, as varied from time to time.
- f) This Agreement supersedes all previous verbal and informal understandings and agreements. Relevant previous agreements have been included in this document. Formal written policies and procedures from ASPSM management will continue to prevail except where inconsistent with the provisions of this Agreement, in which case the terms of this Agreement will prevail.
- g) **Seafarers Employment Agreement**

Where the vessels crew are engaged under Seafarers Employment Agreement all the terms and conditions of this Agreement shall be part of the Seafarers Employment Agreement entered into by an employee in respect of service in a vessel under this Agreement.

7. Flexibility

7.1 The Company and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:

- a) the Agreement deals with one or more of the following matters:
 - i) arrangements for when work is performed;
 - ii) overtime rates;

- iii) penalty rates;
 - iv) allowances; and
 - v) leave loading.
- b) the arrangements meet the genuine needs of the Company and the employee in relation to one or more of the matters mentioned in clause 7.1(a); and
- c) the arrangement is genuinely agreed to by the Company and the employee.

7.2 The Company must ensure that the terms of the individual flexibility arrangement:

- a) is about permitted matters under section 172 of the Fair Work Act 2009;
- b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
- c) result in the employee being better off overall than the employee would be if no arrangement was made.

7.3 The individual flexibility arrangement between the Company and the individual employee must:

- a) be in writing;
- b) name the Company and the employee;
- c) be signed by the Company and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian; and
- d) include details of:
 - i) the terms of the Agreement that will be varied by the arrangement;
 - ii) how the arrangement will vary the effect of the terms;
 - iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - iv) states the date the arrangement commences to operate.

7.4 The Company must give the individual employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

7.5 The Company or the individual employee may terminate the individual flexibility arrangement:

- a) by giving no more than 28 days written notice to the other party to the arrangement; or
- b) if the Company and the employee agree, in writing at any time.

PART 2 – EMPLOYMENT RELATIONSHIP

8. Anti-Discrimination

8.1 As a condition of employment, all officers are bound by the following policies which form part of the ASPSM Quality System:

- 8.1.1. Sexual harassment Policy
- 8.1.2. Equal Employment Opportunity Policy
- 8.1.3. Bullying Policy.

8.2 These Policies list the prevailing legislation in this area. Copies of the Policies are contained on every vessel. ASPSM will notify employees of any changes to the Policies.

8.3 It is the intention of the Parties to this Agreement to respect and value diversity within the workplace by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

8.4 Accordingly, in fulfilling their obligations under the dispute settlement procedure in this Agreement, the respondents must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

8.5 Nothing in this clause is taken to affect:

- any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
- an employee, Employer or registered organisation, pursuing matters of discrimination in any State or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission; or
- the requirements of the Navigation Act and Marine Orders.

9. Review Meeting/Works Council

The Company, employee-delegates and, should employees nominate a representative, such representative(s) will meet 12 months after the signing of this Agreement and annually thereafter to review the operation of this Agreement generally, and in particular to:

- Assist in the implementation and monitoring of the operation of this Agreement.
- Maintain an open exchange of views between Officers and ASPSM.
- Assist in the development and implementation of new initiatives across the fleet.
- Monitor employment of Trainees/Cadets and implementation of Training.
- Monitor use of Reliefs and number of Permanent employees.
- Monitor to ensure all employees are obtaining their entitlements in accordance with this Agreement including superannuation.
- Monitor problems with leave-swings, joining/leaving arrangements.
- Participate in EA negotiations.

10. Objectives of Agreement

10.1 ASPSM's business vision is to expand its position as a world class ship manager, and continue to provide the highest standard of service to its clients.

10.2 A key contributor to achieving this is a skilled, capable, motivated and productive workforce that can adapt to change in the industry and help the Company to be competitive. This will be achieved by effective communications, training and commitment to shared outcomes.

- 10.3 Through the Company being successful, there will be greater employment opportunities.
- 10.4 All parties to this Agreement are committed to the achievement of these outcomes, and the provisions of the Agreement are designed to enable the Company to manage the changing work environment in a way that maximises business and employment opportunities.
- 10.5 In developing the Agreement for Officers of ASPSM, the Parties recognise and adopt the objective of developing an ongoing process to achieve overall cost reductions and improve the viability of the business.
- 10.6 A key part of this process is the commitment through this Agreement by individual officers to work to the Company and regulatory standards that influence the employer's operations, and to identify or accept new ways of delivering the shipping service to clients. Individual contribution and performance will make a substantial impact on the success of the employer's business.

11. Disputes Settlement Procedure

All disputes relating to matters arising under the Agreement or the NES or in relation to the interpretation or application of this Agreement shall be dealt with in accordance with these procedures. The Parties to this Agreement undertake to resolve any grievances or industrial disputes on the basis of goodwill, consultation, discussion, open communication and disclosure of all relevant facts. To this end it is the intent of all Parties to this Agreement to resolve all disputes in a timely manner.

Where a grievance, complaint, claim or any matter (other than an operational matter) which is likely to result in an industrial dispute arises between the Employer and an employee or group of employees the following procedure will be applied:

Step 1

- The employee/s concerned, or if so, requested his/her representative will meet and confer with the Chief Engineer/Master or other designated Employer's representative to communicate the specific nature of the problem or request.
- If the matter is unable to be resolved by discussion at shipboard level, then the matter shall be referred to Company management and/or the employee may refer the matter to his/her chosen representative.

If the matter remains unresolved;

Step 2

Should the above process be unsuccessful, or a matter arises of significant importance to the operation of the fleet, senior management and the employee(s) concerned, or if so requested by the employee(s), their nominated representative(s), will confer as expeditiously as possible, and will attempt to settle the matter.

- The matter will be referred for discussion between the national union delegate or other employee representative, and the Employer's representative.

If the matter remains unresolved;

Step 3

In the event that the preceding steps have failed to resolve the matter and/or dispute, any person bound and/or covered by this Agreement may refer the dispute to the FWC for conciliation and/or arbitration pursuant to Section 739 and Section 595 of the Act.

It is the intention of the Parties that in fulfilment of this Clause, the FWC shall exercise any of its powers and functions including but not limited to those normally associated with conciliation, arbitration and Section 739(4) of the Act. Accordingly, the Parties expressly confer upon the FWC, a full range of powers and functions necessary to resolve the matter or matters in dispute or in breach.

During the term of this Agreement and subject to the understanding that the previous status quo will continue to apply, employees will continue to work in accordance with this Agreement whilst the matters in dispute are resolved in accordance with the above procedures.

These provisions will not affect in any way any other rights and duties of either party pursuant to the Act or any other act or at common law in relation to any matter.

12. Employee Duties

An employee will be required to carry out all reasonable duties relevant to the position in which he/she is employed which are within the employee's skills, certification, competence, training and applicable legislation.

The Chief Engineer shall be responsible for all maintenance of the entire vessel.

13. Types of Employment

Employees under this Agreement may be employed under one of the categories described below.

13.1 Probationary Employees

A probationary employee is a full-time employee who is engaged or employed for a probationary period for the purpose of determining the employee's suitability for permanent employment.

The employee must be advised in writing or by email in advance that the employment is probationary and the duration of the probation which can be up to six months' sea service.

Probationary employment forms part of an employee's period of continuous service for all purposes of the Agreement.

13.2 Permanent Employees

For all purposes of this Agreement, a permanent employee is an employee not specifically engaged as a relief/relief employee.

To maintain stable employment and predictable leave periods it is agreed that:

- the Company will maintain two permanently employed officers for each position/rank, graded/ranked accordingly;
- having regard to probationary period where used; and
- having regard to the fact that employees on Long Service Leave, illness or injury may still be graded in a position that someone else acts-up in for some time.

13.3 Permanent Part Time Employees

A permanent part time Employee is a permanent Employee engaged on an ongoing basis for an agreed proportion of full time employment and is paid to work for the agreed proportion of full time work. Permanent Employees who wish to have a reduced work cycle will have the option of applying for permanent part time and they will:

- work fewer days than a permanent full-time Employee;
- have reasonably predictable periods of work; and
- receive on a pro rata basis, equivalent pay and conditions to those of permanent full-time Employees.

Prior to the commencement of any period of permanent part time work, the Employer and the permanent part time Employee will agree in writing on a reasonably regular pattern of work specifying the days the Employee will be required to work in any one year.

All entitlements of permanent part-time Employees accrue and will be paid on a pro- rata basis of the full-time Employee according to the proportion of time worked relative to a full time employee.

13.4 Relief Employees

An officer employed as a reliever will be paid at the salary rate for the rank in which they are employed plus, as part of their regular salary-payment, an additional payment of 11.7% of the applicable rate paid on all salary and leave, including untaken-leave.

The loading shall cease on becoming permanent.

Officers employed on a relief basis with the view to being made permanent will not be entitled to the relievers loading if such officer is made permanent within three months from the initial engagement date.

Relief employees are short-term employees who will not be entitled to claim redundancy, performance-based entitlements, long service leave, sick leave, compassionate leave, etc., which have been fully compensated for in the salary.

The Company acknowledges that former ASPSM cadets are well-trained employees. The Company commits to advising former Cadets of relief and permanent vacancies arising within the Company for the life of this Agreement and the hiring of former Cadets will be encouraged by the Employer.

Where a relief officer is made permanent, Company service will commence from the date of initial engagement.

The Parties agree that in the context of this Agreement, the leave entitlements in clause 50.1.1, together with the relievers loading contained in clause 13.4, provide a more favorable outcome than the NES in the Act.

13.5 Job-Share Employment Arrangements

Job-sharing arrangements may be discussed and developed. Any arrangement must satisfy roster requirements and must be agreed between the Company and the employees involved. Any agreed option must be administratively simple, and not result in any additional costs (other than administrative, Workers Compensation and similar) being borne by the Company. The Company retains the right to offer or decline job sharing employment arrangements.

As a minimum, the following conditions shall apply:

- a) Job-sharing arrangements are only available to the Company's permanent employees.
- b) Persons entering into a job share arrangement shall then be classified as permanent part time employees.
- c) Persons entering into a job-sharing arrangement shall agree and sign-off on conditions of employment.
- d) Job-share employees will:
 - i) Be paid wages and related entitlements on a pro rata basis (for avoidance of doubt this means that as a result of work/leave for only half the year annual earnings will be half of that defined in the enterprise agreement).
 - ii) Join and leave in the same port.
 - iii) The employees must serve in the same rank. No party shall increase serving rank as part of the job share arrangement however a party may agree to decrease serving rank.
- e) No more than two (2) employees can share the one (1) position or three (3) employees can share two (2) positions (the swing's length and frequency shall be mutually agreed between all parties).
- f) If one party of the job-share arrangement cannot fulfil or complete his swing, coverage shall be by the other party of the job arrangement.
- g) If one party of the job-share arrangement terminates their employment or employment is terminated by the Company, then the remaining party of the arrangement shall have the option (if another party to the agreement is not found) of resuming as a permanent employee, or

terminating their own employment arrangements.

- h) Service increments shall increase at pro-rata of the full-time rate.
- i) Leave accruals shall be pro-rata for the period of work.
- j) Redundancy entitlements apply to job-share permanent part-time employees on a pro-rata basis.

13.6 Transition to Retirement

The primary application of this job-share position is intended to allow a transition to retirement option for an ASP employee. ASP may agree to a permanent full-time employee entering a transition to retirement arrangement on the conditions set out in this clause and 13.5 above.

Job Share is where ASP employs two employees to a position, in circumstances where an employee wishes to transition to retirement. At least one of the employees of the Job Share must be transitioning to retirement. Where an employee is transitioning to retirement, the job share arrangement will be for an agreed period not exceeding three years, at the conclusion of which the employee will retire. A retirement payment of 6 weeks' salary (calculated at the fulltime rate) will be paid to the employee upon that occurring.

14. Termination of Employment/Redundancy/Loss of Certification

14.1 Termination by the Employer or Desertion

14.1.1 Notice – Permanent Employees

- a) A permanent employee whose employment is to be terminated will be given in writing the period of notice specified below, or in lieu of such notice will be paid the appropriate amount of the employee's prescribed salary specified below, and employment will terminate on expiration of the notice or making of the payment.

Continuous Period of Service with Employer	Notice	Payment in Lieu of Notice
Less than 6 months	7 days	7 days
6 months and less than 1 year	20 days	11 days
1 year and less than 4 years	60 days	28 days
4 years or more	90 days	46 days

- b) The provisions of 14.1.1 (a) will in no case be applied cumulatively.
- c) Despite 14.1.1(a), a maximum 28 days' notice applies in all cases if an employee is terminated arising from the decommissioning of a vessel owing to any strike, ban, limitation, or restriction upon the performance of work.
- d) An employee may be given notice pursuant to this clause at any time, including when the employee is on or is about to go on leave of any kind, and the period of notice will in such case run during the period of leave.
- e) The period of notice in this clause will not apply in the case of:
 - dismissal for misconduct that justifies instant dismissal; or
 - an employee who has deserted the vessel on which the employee was employed (the absence of the employee's belongings on board will be prima facie evidence of desertion).

14.1.2 Repatriation to Home Port after Termination

Except in cases of summary dismissal, termination of employment elsewhere than at the home port will be subject to the following conditions:

- Conveyance to Home Port – See Travel & Travel Expenses clause.
- Provision of keep and meals and accommodation before arrival in home port – see Meal and Accommodation Allowance clause.

14.2 Termination by the Employee

An employee who desires to terminate his/her employment will unless the Employer otherwise agrees:

- where he/she has had not more than six months' continuous service, give the Employer one week's notice in writing; or
- where he/she has had more than six months' continuous service, give the Employer twenty days' notice in writing.

14.3 Redundancy Payment

In the event of any Officer employed by the Company being made redundant during the life of this Agreement, such employee(s) shall be paid redundancy pay in the amount of four (4) weeks' pay for every completed year of service with the Company and pro rata for any part year capped at a maximum of 78 weeks.

An employee with a commencement date which pre-cedes 1 February 1998 will have their years of service for redundancy purposes calculated from their commencement date up to and including 1 August 2017 and capped at this number of weeks for the purpose of calculating their redundancy.

Procedural and other matters involved in giving effect to this Agreement to any redundancies will be discussed by the parties when required at the time, having regard to the following:

- The Company's Certificate-requirements.
- Preference based on seniority.
- Employees who have transferred to another vessel within the last 12 months.
- Employees from unaffected vessels may submit an expression of interest in redundancy, which the Company may accept or reject. An expression of interest from an employee from an unaffected vessel will not be considered unless the Company is able to redeploy an employee of the same rank from the affected vessel and the redundancy amount payable will not exceed the redundancy amount that would have otherwise been paid.
- An employee who may be on compensation or sick leave will not be disadvantaged and will be entitled to his redundancy payment after gaining an AMSA medical certificate and completing an independent Fitness for Work assessment and revalidating their Certificate of Competency as necessary.

14.4 Compensation for Medical Inability to Revalidate Certificate

14.4.1 An Officer who is unable to carry out the duties required by the Employer because he/she has been refused revalidation of his/her certificate of competency by the appropriate authority because of failure on examination to comply with the medical requirements prescribed by the Navigation Act 2012 or any Regulations or Orders may thereunder and has failed to satisfy the appropriate authority that he/she can, notwithstanding his/her inability to comply with such medical requirements, satisfactorily perform the duties appropriate to the certificate in question or any certificate then held and who:

- is found by further independent medical examination to be permanently unable to carry out the said duties and to revalidate a certificate of competency; or
- is found by further independent medical examination to comply with the said medical requirements and/or to be capable of carrying out the said duties but is still unable to satisfy the appropriate authority or revalidate his/her certificate;

shall be entitled to compensation in the manner and on the conditions herein prescribed.

- 14.4.2 Subject to clauses 14.4.3, 14.4.4 and 14.4.5 hereof, an Officer to whom sub-clause 14.4.1 applies shall be entitled to receive on the termination of his/her employment under this Agreement, a payment at his/her graded rate or, where the individual has been on higher serving rate(s) for at least 12 continuous months immediately prior, the serving rate appropriate to his/her then age in accordance with the following table:

Age	Number of Months' Salary
Under 30	24 months
30 but less than 35	21 months
35 but less than 40	18 months
40 but less than 45	15 months
45 but less than 50	12 months
50 but less than 55	9 months
55 but less than 60	6 months
60 and over	3 months

14.4.3 Board of Administrators

This Loss of Certificate Compensation Scheme shall be administered by a Board of Administrators composed of one representative of the employee (should the employee choose one) and one representative of the Company and a Chairman, appointed by them jointly. The Board shall decide in each and every case the application of this compensation for Loss of Certificate Scheme and the extent of any benefits applicable. The Board shall meet as required. Should a representative decide that a meeting is necessary, then the Chairman is to be informed and he/she shall then convene such meeting. The Board shall not have the power to alter any provision of this Loss of Certificate Compensation Scheme.

- 14.4.4 Where an officer suffers an illness or injury entitling him/her to any compensation, damages or other benefits (called "benefits") from his/her Employer and/or any thirdparty under any applicable legislation (whether Federal or State) and/or at common law and/or equity and/or under any contract, deed or other arrangement but not including any superannuation pension or like deed scheme or arrangement and such benefits include a component referable to loss of earnings, then the value of that component shall be deducted from the amount payable to the officer under sub-clause 14.4.2 hereof. The Board of Administrators shall value the amount of any such component so to be taken into account.

The Board in determining the entitlement to benefit and the amount of any payment under sub-clause 14.4.2 shall take into account all relevant circumstances provided however that the Board shall not take into account:

- resignation benefits including withdrawal benefits;
- benefits for total and permanent incapacity;
- benefits for retirement on age grounds including early retirement; or
- benefits covering the foregoing concepts however defined; under any superannuation, pension or like scheme.

- 14.4.5 An Officer shall not be entitled to the benefit of sub-clause 14.4.2 hereof where:

- a) he/she dies;
- b) his/her failure to comply with the prescribed medical requirement arises from anyone of the following:
 - self-inflicted or self-induce illness or injury; or
 - an illness or injury suffered whilst he/she is voluntarily involved in or in connection with any activity for financial reward or gain or which unnecessarily subjects him/her to risk of injury and which activity is substantially unrelated to his/her employment under this Agreement;

- c) he/she is offered reasonably suitable alternative employment provided however that the Board may in any such case, notwithstanding that it decides that such employment has been offered and that it has been accepted by the employee, defer for a period of twelve months from the date of acceptance of the employment any question of entitlement to compensation under this Scheme. If, after discussion with his/her Employer, the officer decides that the alternative employment offered is not reasonably suitable, the matter shall be referred to the Board for resolution.

14.4.6 An officer shall not be entitled to receive the benefits under this clause more than once.

14.4.7 For the purposes of this sub-clause:

'Officer' shall mean and include a person currently employed under this Agreement other than an officer engaged in a temporary or relieving capacity only.

'Illness or injury' shall include but not be limited to a disease, disability, disorder or incapacity.

15. Medical Fitness

As a means of achieving the benefits and commitments consistent with enterprise employment, the Parties agree to the following:

- 15.1 A seafarer who holds a valid certificate of medical fitness may at any time be required by the Manager or Master of a ship, or by a proper authority, to obtain a new certificate where as a result of illness, injury or other cause it is believed the seafarer may no longer meet the standards specified by Marine Orders – Part 9.
- 15.2 Crew who arrive at a vessel without a valid medical certificate sufficient to cover the scheduled swing duration or appropriate documentation, will be taken off pay and required to meet their own repatriation expenses, unless it is due to factors beyond their control.
- 15.3 In addition to the two-yearly medical assessments conducted by an AMSA-appointed Medical Inspector, employees may undergo a personal medical by a certified medical practitioner.
- The employee may select the certificated medical practitioner they want to complete their medical assessment.
 - The medical assessment will take place no later than two months after the anniversary of the medical assessments conducted by the AMSA appointed Medical Inspector and will be completed based on the criteria outlined in Maritime Orders – Part 9.
 - This medical will help seafarers to more regularly monitor their health and they will take personal health management initiatives as required by the medical assessment, as part of their duty-of-care responsibility in the workplace.
 - ASP Ship Management requires that a seafarer cannot join a vessel when they knowingly have a medical condition that would deem them unfit for service, as prescribed by Marine Orders.
 - At the completion of the medical assessment, documentation must be forwarded to the Employer to verify the assessment was completed.
 - The results of the medical assessment are not to be disclosed to the employer or to any industry body.
 - The Employer will reimburse all expenses associated with completing the personal medical assessment that are not covered by Medicare.
 - AMSA Medical revalidation costs will be reimbursed by ASPSM.
- 15.4 Permanent employees have the ability to charge the ASP established account for the cost of the AMSA medical inspections.
- 15.5 The employee must first notify ASP of when and where they will be attending to renew their AMSA Medical prior to the attendance.

PART 3 – WAGES AND RELATED MATTERS

16. Payment of Wages and Allowances

- 16.1 Payment of wages will be by direct deposit to an employee's nominated bank or credit union account. An employee will on commencement of employment nominate a bank or credit union account for the purpose of payment of salary and/or allowances. Each pay period the employee will be provided with a sealed/confidential pay-advice and/or other advice-slip(s) separately identifying all calculations and balances in respect of at least the following:
- salary, showing service-step;
 - each allowance paid and dates they relate to;
 - each loading (e.g. relief loading) paid and dates they relate to;
 - each expense reimbursed and item/dates they relate to;
 - each deduction (e.g. keep, tax, MOST, superannuation etc);
 - leave accruals; and
 - sick leave and long service leave balances to be distributed every six months.
- 16.2 The prescribed wage or salary accrued may be paid by the Employer fortnightly at the fortnightly rate in respect of each completed fortnightly period of employment, or monthly in respect of each completed monthly period of employment, if agreed between an Employer and a majority of employees of the same classification.
- 16.3 Any monetary allowance payable to an employee under this Agreement will be paid at the same time and may by agreement be paid in the same manner as the payment under clause 16.1.
- 16.4 **Payment on Termination**
- 16.4.1 Where an employee's employment is terminated in accordance with this Agreement the balance of the amount due to the employee under this Agreement (if any) will be remitted to the employee's nominated bank or credit union account within seven days of the date of termination.
- 16.4.2 If, through no fault of the employee, the payment is not made in accordance within this time frame, the Employer will pay one day's pay at the employee's daily rate for each 24 hours that payment is delayed beyond the prescribed time.

17. Salaries and Salary Outcomes

- 17.1 The remuneration structure will consist of:
- A common "base annual salary" for each classification covered by this Agreement.
- This includes the continued incorporation of the following allowances and expenses into the base annual salary:
- private medical health cover;
 - hardlying/noise money; and
 - any other allowance that disturbs relativities between Deck Officers and Engineer Officers.
- 17.2 Salaries will be paid by fortnightly payroll.
- 17.3 All employees must be paid the salaries for their classifications, and superannuation on the basis of the Salary Tables contained in Schedule 1 of this Agreement.

- 17.4 ASPSM will provide increases of 2.0% or CPI whichever is greater at 12 monthly intervals from the first pay period on or after 1/08/2021 (3.8%), 1/08/2022 (6.1%), 1/08/2023 and 1/08/2024.
- 17.5 The pay rise as at 1/08/2021 and 1/08/2022 will be back-paid to employees on commencement of this Agreement.
- 17.6 Nothing in the table of salaries is to be taken or construed as meaning that any classification of employee referred to is to be carried in any vessel.
- 17.7 The rate of annual salary allocated to any classification of employee will only have effect if such classification of employee is carried in the vessel.

18. Salary System/Service Steps

Employee Development Review (EDR)

- 18.1 The Employee Development Review (EDR) system is designed to identify the Officers' development/training/educational needs and provide them with a record of their performance.
- 18.2 It is an individual Officer's responsibility, and the assessor's duty, to ensure that their performance review is completed.
- 18.3 Reviews should be completed annually in accordance with V-OAM-003 Employee Development Review.
- 18.4 Officers will receive the salary referable to their years of service and progress through the salary range according to their level of experience, providing their performance as measured by the Employee Development Review is satisfactory and that the required number of reviews has been completed.
- 18.5 If there is disagreement on the conclusion of a review by the 'one-up' supervisor, i.e. the person to whom the immediate supervisor reports, the Company will advise the relevant Union of the disagreement and the Union will be involved in any further reviews of this issue.
- 18.6 Should difficulties arise in the operation of the EDR system, the Company and the employee, or the employee's representative should the employee choose one, will hold discussions with the object of reaching a mutually satisfactory solution.
- 18.7 The salary system is a matrix system that takes into account the officer's service in the rank.
- 18.8 The graded salary, or serving salary where relevant, is inclusive of relevant service components.

Service Steps

- 18.9 The number of annual pay increments (hereafter called "service steps") for each rank are:
- **Master/Chief Engineer:** A step of the applicable salary shall apply thereafter, from his/her service anniversary date. A maximum of nineteen (19) annual equal steps, totaling nineteen percent, may be gained in that rank.
 - **Chief Officer/First Engineer:** A step of the applicable salary shall apply thereafter, from his/her service anniversary date. A maximum of fourteen (14) annual equal steps, totaling fourteen percent, may be gained in that rank.
 - **First Electrical Engineer:** A step of the applicable salary shall apply thereafter, from his/her service anniversary date. A maximum of nineteen (19) annual equal steps, totaling nineteen percent, may be gained in that rank.
 - **Second Officer/Engineer:** A step of the applicable salary shall apply thereafter, from his/her service anniversary date. A maximum of twelve (12) annual equal steps, totaling twelve percent, may be gained in that rank.
 - **Third Officer/Engineer:** A step of the applicable salary shall apply thereafter, from his/her service anniversary date. A maximum of ten (10) annual equal steps, totaling ten percent, may be gained in that rank.

- 18.10 An officer's service step is determined on their completed years of service since being appointed to that rank (their "service anniversary date"). Service steps will be adjusted once per annum in August each year. At that time each Officer whose service anniversary date has already occurred (December to July) or whose service anniversary date will occur in the months of August to January inclusive will receive the next service step (up to the maximum number of steps in the rank as set out in clause 18.9). An employee can only move one service step each year.
- 18.11 All permanent employees who were employed as at 1 August 2020, achieved level 8 or 8% Service Steps. As per clause 18.10, employees will then achieve 1% per year until they reach the maximum Service Step level for their rank.
- 18.12 Post 1 August 2019, new employees and promoted employees commence on the base rate and their Service Step shall increase to 8% over 4 years, 2% per year of service so long as they meet the requirements of clause 18.10.
- 18.13 Post 1 August 2019, a reliever who has been employed by ASPSM for a minimum of 12 months and has a pattern of work on an ongoing basis (without significant difference) if offered permanent employment shall have that service recognized and count towards years of service for the purpose of calculating the Service Step.
- 18.14 Relievers will continue to be paid at the base rate plus 11.7% loading.

18.15 Payment in lieu of Performance-based Payment

The Performance Salary level (level 2) has been permanently removed and replaced with an annual \$2,000 payment paid on the 1st August each year and paid as an allowance to all permanent employees only.

This payment is in compensation for the permanent removal from the enterprise agreement of any "performance based payment" and removes any reference or ability to claim a salary increase or annual adjustment which is based on performance or other similar measurement. Therefore, there is no requirement to record salaries in 2 levels. Level 1 is the base salary on which the service level increases are based; reference to level 2 has been deleted to avoid confusion.

Where an employee has not been employed for the full 12 months to 1 August, the allowance shall be paid on a pro rata basis.

18.16 Relieving Officer

Should a reliever be appointed to a permanent position they will commence at the appropriate service step adopting their earlier continuous time as reliever as time served in the rank.

A reliever who has been employed by ASPSM for a minimum of 12 months and has a pattern of work on an ongoing basis (without significant difference) if offered permanent employment shall have that service recognised and count towards years of service for the purpose of calculating the service step.

18.17 Temporary Promotions

When an individual is acting at, on probation to or promoted temporarily to a higher rank they will join that rank at Year 0 service, whilst continuing to accrue service steps in his/her graded rank.

- i. Where he/she continues acting in that rank for more than one year he/she shall be paid service steps in that higher rank until resuming service in his/her graded rank.
- ii. If service acting in a higher rank is continuous with being regraded in the higher rank, then the service steps achieved in that rank whilst acting up will be confirmed.
- iii. If the salary for the individual's temporary rank is less than that of his/her graded rank, he/she will be paid at his/her graded rank rate of pay as per the service step to ensure the individual is being paid at a higher rate of pay while acting up.

18.18 Salaries on Promotion

All permanent appointments and promotions will be subject to a probationary period of 12 calendar months (six months' sea time), after which the appointment/promotion shall be reviewed and, if satisfactory, confirmed in writing. When an individual is promoted to a higher rank, they will join that rank at the Year 0 Salary, subject to 18.17 (iii) above. However, when Third officer/engineer with maximum service steps is promoted to Second officer/engineer they will join that rank at the Year 2 salary, and remain, if appropriate, in that rank for the next two years.

19. Promotion and Career Progression

19.1 Positions and promotions will be filled on the basis of merit, performance, experience and company service subject to the provisions below.

19.1.1 All permanent promotions will be subject to a six months sea-time probationary period. Any time served in a higher rank, and assessed, as being satisfactory, will form part of the probationary period.

19.1.2 At the conclusion of the probationary period for permanent promotions, ASPSM shall confirm in writing the permanent promotion.

19.1.3 The following qualifications are generally required for promotions:

Master	Master Class Unlimited	Chief Engineer	Class 1
Chief Officer	Master Class Unlimited	First Engineer	Class 1
		First Electrical Engineer	ETO/Electrical Cert
Second Officer	Chief Mate Class Unlimited	Second Engineer	Class 2
Third Officer	Watch Keeper	Third Engineer	Watch Keeper

19.2 The Parties recognise that it is desirable that all vessels are manned in accordance with clause 19.1.3 but also recognise the importance of maintaining a career structure and assisting their junior officers to obtain their qualifications and move to higher ranks accordingly:

19.2.1 Where an Officer meets the criteria for promotion as outlined in clause 19.1, but does not hold the certificate prescribed in the above table but has passed their written examination for the position and is unable to take up the permanent promotion due to lack of sea-time, they will subject to clause 19.2.5 fill that position on a temporary basis subject to the following:

19.2.2 The required period to gain their sea-time from the time the position is declared vacant is no more than 18 months.

19.2.3 The Officer after the period of study attends the oral examinations at the next available sitting after obtaining the required sea-time.

19.2.4 Failure to pass the oral examination including a re-sit will result in the Officer forfeiting the right to that promotion, unless the next suitable candidate does not gain the required certificate within the same 12 month period.

19.2.5 The appointment is consistent with operational and safety requirements, for e.g. the Chief Officer on a vessel involved in the overseas trade to hold a Master's ticket.

19.3 In implementing clause 19.2, ASPSM may use its discretion and extend the period in cases where an officer has not been able to obtain the sea service because of sickness/injury, genuine hardship or commercial requirements.

20. Computation of Wages and Salaries

- a) The monthly rate is calculated by dividing the annual rate by twelve.
- b) The daily rate (for monthly paid employees) is calculated by dividing the monthly rate by 30.
- c) The fortnightly rate is calculated by dividing the annual rate by 26.
- d) The daily rate (for employees paid by the fortnight) is calculated by dividing the fortnightly rate by fourteen.

21. Cash Payments on Board

No cash payments will be made to Officers on board.

22. Deduction for Refusal to Carry Out Duties

An employee will not be entitled to payment of any wages or salary or any other allowance or payment for any period during which a refusal or failure to work as required continues. The non-entitlement will be at the hourly rate of each hour or part of an hour that the employee so refuses or fails to work. The hourly rate for the purposes of this clause will be 1/24th of the appropriate daily rate.

23. Salary Sacrifice

- 23.1 Salary sacrifice options will be made available to permanent officers in accordance with corporate policy, must comply with taxation legislation and not result in any additional costs (excluding administration costs) being borne by ASPSM.
- 23.2 The Parties agree that if any legislative changes occur that impacts upon the position of either party with respect to this clause either party may elect not to apply this provision.
- 23.3 Salary sacrifice is the payment of an agreed proportion of the relevant gross salary before tax for specific purposes, thereby reducing the level of gross salary for payroll purposes.
- 23.4 Officers are entitled to "salary sacrifice" for the purpose of:
 - 23.4.1 Paying additional superannuation contributions.
 - 23.4.2 Provision (via a third-party provider) of a motor vehicle.
 - 23.4.3 Contributions to superannuation.
 - 23.4.4 Any approved ATO item.

24. Superannuation

APSM shall, in respect of all employees who are covered by this Agreement, make fully vested superannuation contributions (including all compulsory superannuation contributions under the *Superannuation Guarantee (Administration) Act 1992* (or successor legislation) to an APRA-compliant fund specified in this clause, remitted monthly, in accordance with this clause.

24.1 Permanent Officers - Accumulation Fund

- a) Superannuation will be assessed/calculated and paid on the basis of the graded rate, or the serving rate if this exceeds the graded rate of salary.
 - ASPSM will make contributions in respect of superannuation at the following rates, of which 14.5% will be made to the Seafarers Retirement Fund or another compliant fund. Employees may elect to receive the balance of the applicable superannuation rate as an annual cash payment directly to them or as an additional employer contribution amount to their superannuation fund:

Date range	Superannuation rate applicable
1st July 2021 – 30th June 2022	15%
1st July 2022 – 30th June 2023	15.5%
1st July 2023 – 30th June 2024	16%
1st July 2024 - onwards	16.5%

If an employee elects to receive the additional amount as a cash payment, it will be paid annually to the employee on 1 August of each year of the life of the Agreement and will not be deemed as part of the Employee's salary for the purposes of this Agreement.

- In the case of Employees who are members of an Accumulation Superannuation Fund, where an employee's combined employer and employee salary sacrifice contributions exceed or are likely to exceed the maximum amount that is treated favorably for taxation purposes (Concessional or Transitional Concessional Cap) in any one year, ASPSM will, on written request of the Employee, reduce the employer contribution (to that of no less than the SGL, currently 10.5%) and pay that amount to the Employee each fortnight in addition to the Employee's base salary.
 - Any converted superannuation does not affect the Graded Salary or Serving Salary as identified in Schedule 1 to this Agreement.
 - The default employer contribution will be 14.5% unless varied in writing by the Employee. Variations must be made to ASPSM by the end of the financial year prior to the variation becoming effective. The Employee may also vary the contribution upon a permanent promotion.
 - The ability to vary the employer contribution is extended to permanent employees only.
 - The Employer-sponsored superannuation funds will provide for an Allocated Pension and Transition to Retirement Plan within the fund, or if the Employer-sponsored superannuation fund does not provide that benefit, transfer the Employee's fund balance to Australian Super, or a fund of the Employee's choice, at no cost to the Employee.
- b) "Salary" means base salary plus service increments, but does not include any bonus payments and allowances.
- c) "Accumulation Fund" means a complying Accumulation Fund of the Employee's choice.
- d) For the purposes of section 194(h) of the *Fair Work Act 2009* (Cth), the above accumulation funds and any other accumulation fund nominated by an employee will be a fund with a complying MySuper product.

24.2 Permanent Officers - Commonwealth Superannuation Fund

A number of existing Employees are former members of the Commonwealth Superannuation Fund (**CSR Fund**). For those Employees, these provisions continue to apply and there is no change to the former CSR employees' superannuation arrangements. This fund is not open to new employees.

24.3 Permanent Officers - Defined Benefit Funds

- a) The AIMPE Superannuation Fund (a defined benefit fund requiring an employee- contribution of 5% of salary and the company will make an employer-contribution equivalent to 14.5% above the employee's salary providing satisfactory Death, Total and Permanent Disablement cover and salary continuance benefit).
- b) The ASPSM Marine Staff Superannuation Fund (a defined benefit fund requiring an employee-contribution of 5% of salary and the company will make an employer- contribution, as required by the Actuary, above the employee's salary providing satisfactory Death, Total and Permanent Disablement cover and salary-continuance benefit) and continue to pay into their 3% accumulation ("Extra-Benefit") account as well.

- c) In addition to the 14.5% employer contribution, employees may elect to have the following amounts paid to them as an annual cash payment or as an additional employer contribution amount to their superannuation fund:

Date range	Cash payment (total superannuation rate)
1st July 2021 – 30th June 2022	0.5% (total 15%)
1st July 2022 – 30th June 2023	1% (total 15.5%)
1st July 2023 – 30th June 2024	1.5% (total 16%)
1st July 2024 - onwards	2% (total 16.5%)

If an employee elects to receive the additional amount as a cash payment, it will be paid annually to the employee on 1 August of each year for the life of the Agreement and will not be deemed to be part of salary for the purposes of this Agreement.

24.4 Accumulation

- a) The Company will make contributions in respect of superannuation at the following rates, of which 14.5% will be made to the Seafarers Retirement Fund or another compliant fund. Employees may elect to receive the balance of the applicable superannuation rate as an annual cash payment directly to them or as an additional employer contribution amount to their superannuation fund:

Date range	Superannuation rate applicable
1st July 2021 – 30th June 2022	15%
1st July 2022 – 30th June 2023	15.5%
1st July 2023 – 30th June 2024	16%
1st July 2024 - onwards	16.5%

If an employee elects to receive the additional amount as a cash payment, it will be paid annually to the employee on 1 August of each year for the life of the Agreement and will not be deemed as part of salary for the purposes of this Agreement.

- b) In the case of employees who are members of an Accumulation Superannuation Fund, where an employee's combined employer and employee salary sacrifice contributions exceed or are likely to exceed the maximum amount that is treated favourably for taxation purposes (Concessional or Transitional Concessional Cap) in any one year, the employer will on written request of the officer reduce the Employer contribution (to that of no less than the SGL currently 10.5%) and pay that amount to the employee each fortnight in addition to the employee's base salary (but the additional amount is not deemed as part of salary for the purposes of this Agreement).
- c) Any converted Superannuation does not affect the Graded Salary or Serving Salary as identified in Schedule 1.
- d) The default employer contribution will be 14.5% unless varied in writing by the employee. Variations must be made to the employer by the end of the financial year prior to the variation becoming effective. The employee may also vary the contribution upon a permanent promotion.
- e) The ability to vary the employer contribution is extended to permanent employees only.
- f) Employees employed as a relief will have a choice between the funds below and the Company shall remit monthly superannuation contributions:
- The Maritime Officers Superannuation Trust ('MOST') requiring an employee- contribution of 5% of salary and the company will make an employer-contribution equivalent to 14.5% above the employee's salary (and remit same to the Fund monthly) which is inclusive of an amount in-lieu

of salary continuance benefit; or

- Seafarers Retirement Fund (with employer-contribution equivalent to 14.5% above the employee's salary); or
- Any other APRA-complying Fund that the employee, or their representative should they choose one, and the company may agree (with employer-contribution equivalent to 14.5% above the employee's salary).

The Company will enable each employee to make his/her employee-contributions and/or additional contributions, into an accumulation section of the Fund, via salary-sacrifice.

24.5 The Company will, at the written request and with the acknowledgement of the employee, make additional contributions out of gross salary for contributions to a complying superannuation fund on behalf of an employee subject to terms and conditions agreed by both parties, including:

- a) the overall cost to the Company of employing that employee will not be increased;
- b) the additional contributions made by the Company will be fully deductible for tax;
- c) the arrangements will only relate to a future period of employment and cannot be varied within 12 months of their commencement date unless specifically approved by the Company;
- d) the additional contributions including any Company contributions made in lieu of member contributions will be in accordance with any limits set by the relevant Tax/Superannuation legislation;
- e) the accumulation fund will be subject to the applicable tax upon payout to the fund member;
- f) the amount of salary sacrifice will be able to be varied only at intervals of twelve months and before the end of the financial year prior to the variation becoming effective; and
- g) salary sacrifice amounts shall be paid fortnightly to complying funds in line with the pay period.

24.5.1 Any party may cancel an election made under this sub-clause in the event that changes in taxation law or ruling materially alter the benefit to the employee or the cost to the Company of the arrangement.

24.5.2 The effect of such a salary sacrifice arrangement on the employee's salary is as follows:

- For the purposes of fortnightly pay, annual leave pay and long service leave pay, the reduced salary will be used to calculate the amount payable.
- For the purposes of redundancy and the period of notice on termination of employment, or for the purposes of any form of Compensation payment, the salary before any salary sacrifice will be used.
- For the purpose of calculating other superannuation retirement benefits, the contributions pre-tax under this clause will have no effect on superannuation salary. In particular, employer contributions will continue to be calculated as a percentage of the total salary notwithstanding the employee's election to undertake salary sacrifice.

24.6 **My Super**

For the purposes of section 194(h) of the Act, the above accumulation funds and any other accumulation fund nominated by an employee will be a fund with a complying My Super product.

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24.7 ASPSM shall make available to all Officers fully vested superannuation coverage and contribute as follows:

24.7.1 All permanent officers will contribute 5% of their salary to the (Contributory Membership Division) of the ASP Ship Management Superannuation Plan (a sub-plan of the Plum Superannuation Fund) with ASPSM contributing a percentage of the officer's salary to fund the current benefits or as varied by agreement between the parties.

24.7.2 Where a permanent officer elects to contribute to a fund of their choice ASPSM will contribute 14.5% of salary.

- 24.7.3 Where an officer who is a member of the Defined Benefit Superannuation Plan attains 65 years of age and their Defined Benefit crystallizes, the employer shall continue to make superannuation contributions for that employee in accordance with clause 24.7.2.
- 24.8 Relief Officers**
- Relief Officers will contribute 5% of their salary with ASPSM contributing 14.5% of the Officer's salary into the Officer's fund of choice.
- 24.9 Where an Officer does not nominate a fund the default fund shall be the ASP Ship Management Superannuation Plan (a sub plan of the Plum Superannuation Fund) Superannuation Default option and contributions will be in accordance with clause 24.7 or clause 24.8 dependent upon the Officer's employment status.
- 24.10 In the case of Officers who are members of an Accumulation Superannuation Fund, where an officers combined employer and employee salary sacrifice contributions exceed or are likely to exceed the maximum amount that is treated favourably for taxation purposes (Concessional or Transitional Concessional Cap) in any one year, the Employer will on written request of the officer reduce the Employer contribution (to that of no less than the SGL – currently 10.5%) and pay that amount to the employee each fortnight in addition to the employee's base salary.
- a) Any converted superannuation does not affect the Graded Salary or Serving Salary as identified in Schedule 1.
 - b) The default employer contribution will be 14.5% unless varied in writing by the employee. Variations must be made to the Employer by the end of the financial year prior to the variation becoming effective. The employee may also vary the contribution upon a permanent promotion.
 - c) The ability to vary the employer contribution is extended to permanent employees only.
- 24.11 ASPSM shall forward all employer and employee contributions including additional salary sacrifice contributions to the relevant fund monthly and no later than 28 days in arrears of in the case of accumulation fund members at the salary rate on the date the contribution was made.
- 24.12 The Employer sponsored Superannuation Funds will provide for an Allocated Pension and Transition to Retirement Plan within the fund or if the employer fund does not provide that benefit transfer the officers fund balance to Australian Super at no cost to the Officer.
- 24.13 Salary sacrifice for superannuation will be made available for permanent officers into the ASPSM Superannuation Fund or a fund of the employee's choice. Officers will be able to elect to have their basic contribution and/or regular additional voluntary contributions deducted from their before tax (gross) salary.
- 24.14 If material changes occur in the taxation or superannuation laws, practices or rulings that alter the benefit to the Officer or the cost to ASPSM, either party may, upon one months' notice in writing, terminate the election.
- 24.15 For the purposes of section 194(h) of the Fair Work Act 2009, the above accumulation funds and any other accumulation fund nominated by an employee will be a fund with a complying My Super product.
- 24.16 Superannuation payments are payable on employees' accrued annual leave entitlements and will be paid by the Company upon the termination of an employee's employment.

PART 4 – ALLOWANCES

25. Passport and Medicals

Upon production of receipts, the Employer will reimburse an employee for expenses incurred for the initial medical in renewing Flag state Medical requirements and any medical examination, tests and vaccinations required by the Employer including eye sight and hearing tests undertaken by employees.

Upon production of receipts, the Employer will reimburse an employee for expenses incurred renewing passports, visas (excluding 457) and AMSA, Remote Medical, Flag state Medical requirements and any medical examination, tests and vaccinations including eye sight and hearing tests required by the Employer and undertaken by employees.

26. Incorporation of Allowances

The following allowances and expenses have been incorporated in the officers' salary:

- a) Hard lying/noise money;
- b) vessel task allowance; and
- c) the provision of health insurance.

27. Antarctic Allowance

This allowance recognises that the vessel is working in Antarctic and Sub-Antarctic conditions (voyages greater than 55 degrees south) and will be engaged in marine science and research activities and other operations in the southern oceans that support scientific research programs. It also recognises that due to the environmental conditions under which the vessel operates the crew must maintain a high level of health and fitness in order to comply with prescribed medical standards.

The Antarctic Allowance is not payable to Engineer Cadets or Trainee Engineers.

Employees who complete the Antarctic Voyage will receive a daily allowance as indicated below for all days on board, including mobilisation and demobilisation days.

1 August 2021	1 August 2022	1 August 2023	1 August 2024
\$56.11	\$75.00	\$75.00 plus CPI	2023 rate plus CPI

28. Disturbance of Sleep Allowance

Clause 16.4 of the Award is set aside by this clause on the basis that under STCW95 and Marine Orders 28, inadequate rest or fatigue is a safety issue and preventative measures must be taken.

29. Vessels Wrecked or Stranded Allowance

If a vessel becomes wrecked or stranded in the course of a voyage and an employee is called upon for special efforts while the vessel is wrecked or stranded the employee will, for the time during which the employee so assist, be paid a loading of 25% per hour in addition to any other entitlement under this Agreement.

30. Personal Effects Allowance

If by fire, explosion, foundering, shipwreck, collision or stranding, an employee should sustain damage to or loss of his/her personal effects or equipment, the Employer will compensate him/her for such damage or loss by a payment equivalent to the value thereof not exceeding \$5,000.00.

31. Amenities Allowances and Communications

An Officers Amenities Allowance each month shall be provided to each vessel as follows:

From	Monthly Amenities Allowance
1.8.2021	\$345
1.8.2022 (2%)	\$352
1.8.2023 (2%)	\$359
1.8.2024 (2% or CPI if higher)	\$366
1.8.2025 (2% or CPI if higher)	\$373

32. Dry Docking Conditions

Before any Docking or Lay-up the Company will communicate with employees on the vessel affected setting out the date and location of the docking/lay-up, the scope of work the manner of utilising ship-staff and ensuring their safety on the job and the intentions regarding accommodation on-board or ashore; and if required the Company will arrange an on-board meeting between affected employees (and their representative(s) should they choose one) and the Company to clarify any issues and reach agreement.

The Parties agree that during any docking or lay-up, in addition to the normal enterprise agreement terms, the following conditions will apply.

- 32.1 To maintain leave balances, the swing lengths before and/or after the Dry Docking may vary from the normal swing lengths, (ie they may be shorter or longer, however it is acknowledged that each swing partner will spend a similar amount of time on the vessel to ensure leave balances are maintained. Over cycle payments referred to in clause 51.4 do not apply in these circumstances.
- 32.2 If the docking/lay-up is within Australia, Singapore, China or an OECD country and the vessel maintains its own fire-alarm fire-fighting and emergency-teams in-place then it is agreed that employees may be accommodated on board the vessel so long as all on-board 'hotel-services' (including galley/air-conditioning/toilets etc) are maintained and neither fumes/painting/noise are (in the general opinion of the majority of employees) unpleasant or disturbing.
- 32.3 If the docking/lay-up is not within Australia, Singapore, China or an OECD country, before any docking or lay-up the Company will write to employees on the vessel affected setting out the date and location of the docking/lay-up, the scope of work the manner of utilising ship-staff and ensuring their safety on the job and the intentions regarding accommodation on board or ashore.
- 32.4 In the case of a docking/lay-up in any other circumstance then employees will not be accommodated on board the vessel, but will be provided with Hotel accommodation ashore no less than Australian 'three star' standard, on a bed and breakfast and Laundry/ironing/dry- cleaning basis with a daily allowance at least sufficient to cover other meals and incidentals.
- 32.5 Recognising that the *Occupational Health and Safety (Maritime Industry) Act 1993* does not apply whilst the vessel is handed over to control of any contractor/shipyard, and that where the work is taking place in a foreign port AMSA, as the Inspectorate, are not in a position to intervene in any safety matter, and recognising that in this circumstance the vessel's SMS/work-practices are set aside in favour of foreign workers applying whatever safety standards/rigour apply in that country/shipyard, it is agreed as follows:

- 1) Before any Docking or Lay-up the Company will write to employees on the vessel affected

setting out the date and location of the docking/lay-up, the scope of work the manner of utilising ship-staff and ensuring their safety on the job and the intentions regarding accommodation onboard or ashore.

- 2) If required, the Company will arrange an on-board meeting between affected employees (and their representative(s) should they choose one) and the Company to clarify any issues and reach agreement.
- 3) That in any alleged safety-issue arising during a docking/layup outside of Australia will at first instance be dealt with by the Chief Engineer or other Company representatives on-board but if not dealt with to the employee's satisfaction they shall make an immediate written protest simultaneously to the Company and their representative(s) should they choose one and it is agreed that until the matter is resolved between the Company and such representative(s) the employees will not be exposed to the alleged safety-issue.
- 4) It is acknowledged that during dry-dock accommodation may not be able to be maintained to a normal standard however it is the Master's responsibility to ensure that the health and welfare of the crew is maintained.
- 5) When Officers remain on board a ship during dry dock providing all hotel services are reasonably maintained, officers will be victualled and accommodated on board.
- 6) Where full shipboard support services cannot be maintained beyond a reasonable period, making it impracticable to remain on the vessel, the employees will be accommodated and/or victualled ashore. ASPSM shall ensure acceptable standards of accommodation, transport victualling and laundry are provided.
- 7) Where the matter cannot be resolved on board it will be handled in accordance with clause 11 of this Agreement.

33. Study Allowance and Training

33.1 Rate of Pay during Training

Other than study periods for a Certificate of Competency, all training specifically required by the Company, including (where the Company requires it) A.E.E., STCW95 training/re-training and revalidation training shall be at 100% of the "Graded" rate or, where the individual has been on higher serving rate(s) for at least 12 continuous months immediately prior to commencing study, the serving rate.

33.2 Study Allowance

The rate of pay for Study-Leave/Study-Allowance calculation purposes shall be the "graded" rate or, where the individual has been on higher serving rate(s) for at least 12 continuous months immediately prior to commencing study, the serving rate.

33.3 Eligible Employees

- 33.3.1 An employee who goes ashore to study and sit for an approved course of study qualifying such employee as a First Mate (Chief Deck Officer) or Master of a ship.
- 33.3.2 An employee who goes ashore to study and sit for an approved course of study of Marine Engineering.
- 33.3.3 Subject to ASP's approval in each case, an employee with overseas qualifications may be eligible for benefits under this clause in respect of essential courses or other steps necessary to maintain their qualification.
- 33.3.4 An approved course of study is a Certificate of Competency, including an Endorsement, as prescribed by the Navigation Act or regulations made thereunder, conducted by a mutually approved technical institution or academy.
- 33.3.5 An approved course of study also includes a period of up to 4 weeks' refresher training/study for an Engineer prior to sitting an oral examination for a higher AMSA certificate of competency. The intent of this sub-clause is to provide refresher training for those individuals who undertook their theoretical training 'up front' and have subsequently accrued the required sea service to sit for a higher certificate.

33.3.6 The one off 4-week refresher training/study leave prior to sitting the oral exam is not applicable to any subsequent results of the oral exam. Engineers who sit for an AMSA oral exam following a period of study at an approved training provider (either for watch keeping certificate or returning for Engineer Class 1 or 2) shall not have an entitlement under this clause.

33.3.7 The employee must make an application prior to commencing this type of leave.

Example 1: A seafarer undertakes a marine engineering course in which all his/her theoretical training has been completed 'up front'. After obtaining a watch keeping certificate, they accrue the necessary qualifying sea service that makes them eligible to sit for a higher certificate. Since they no longer need to return to college/TAFE they will be granted a one off 4 week refresher training/study leave prior to sitting the oral exam. Any subsequent results of the oral exam will not qualify for additional refresher/training/study leave.

Example 2: A seafarer undertakes study leave which involves attending college for the purposes of being eligible for a higher certificate. The seafarer does not have an entitlement under this clause.

33.4 **Conditions for Accessing Entitlement**

The entitlements prescribed in clause 33.5 will only be payable to the Employer if the following conditions are met:

- i. an application in writing has been made by the employee and has been approved (having regard to the order in which applications were received and the number of employees already on Study Allowance) in writing by the Employer; and
- ii. the Officer has been in the employment of the Employer for the twelve months prior to commencing the period of study; and
- iii. if the Employer so desires, the Officer will enter into a written undertaking that the employee will remain in its employment for a period of at least twelve months after sitting for the certificate in question. This arrangement will not prevent an Employer from terminating an Officer, however an officer may only terminate their employment during this twelve-month period:
 - 1) with the Employer's consent, or
 - 2) with the approval of the Commission; and
 - 3) the entitlement will be confined to the first attempt to obtain the certificate in question; and
 - 4) the officer provides the Employer with reasonable proof of satisfactory attendance at the course of study and examination.

33.5 **Entitlement**

33.5.1 For Company required study outside period of accrued leave – 100% of the eligible employee's salary or wages for the authorised period of study.

33.5.2 For Company required study during period of accrued leave – a period of additional leave (immediately following the sitting for each certificate), equal to the authorised period of study.

33.6 **Living Away from Home Allowance**

When it is necessary for an Officer to take up temporary residence away from their home port to undertake the approved study, the Officer will be provided with meals and accommodation at lodgings agreed between the company and the employee or their representative should they choose one. This clause applies regardless of which training institution is engaged to provide such training.

33.7 **Authorised Period of Study**

The authorised period of study for eligible employees under this clause will consist of:

- the prescribed examination times; and
- vacation times or holidays of not more than seven consecutive days (including

Saturdays, Sundays and holidays).

33.8 **Approved Study Leave on Retrenchment**

Where an application by an Officer to undertake an approved course of study has been approved by the Employer, and the Officer is subsequently retrenched, the Officer will be entitled to payment in accordance with clause 33.5. For these purposes, the Officer's salary rate will be that rate applicable at the date of termination.

33.9 **"Training Days"**

An Officer can be required to attend Employers seminars and/or training courses for up to five days per annum non accumulative inclusive of travel which, subject to subclause 33.9 (i) below, does not attract payment with the exception of incurred expenses.

- i. The five days per annum will be paid and taken from and counted as part of accrued leave.
- ii. If an Officer is required by the Company to undertake or has to undertake the course in order to maintain his/her employment, then the Company will pay the costs associated with attending the course.
- iii. "Training Days" must not be used in the training of health and safety representatives as this is precluded by Section 47 of the Occupational Health and Safety (Maritime Industry) Act 1993 which stipulates "the operator must permit the health and safety representative to take such time off work, without loss of remuneration or other entitlements, as is necessary to undertake the training."

34. **Meal and Accommodation Allowance**

34.1 An employee will be entitled to the relevant meal or accommodation allowance set out in clause 34.4, in the following circumstances:

- where an employee is required by the Employer to take a meal ashore and/or be accommodated ashore at a port other than at the employee's home port; or
- subject to clause 34.4, where an employee is directly travelling to their home port at the Employer's expense pursuant to the Travel Expenses clause or any applicable legislation.

34.2 **Employees in their Home Port**

Employees in a vessel in their home port will only be entitled to the accommodation allowance set out in clause 34.4, when:

- their usual place of residence is not actually located in their home port, and
- accommodation is not provided, and
- they produce evidence to the reasonable satisfaction of the Employer that they properly incurred the particular expenditure.

34.3 **Meals whilst Travelling by Air**

An employee will be entitled to an automatic payment of the respective meal allowance set out in clause 34.4 when required to fly during breakfast hours (0700-0900) and/or lunch hours (1200-1400) and/or dinner hours (1700-1900) on airlines which do not supply an adequate meal. Refer to clause 34.1.

34.4 **Entitlement**

An employee's entitlement under the above clauses will be as follows for the term of the Agreement:

Breakfast Meal	\$32.00
Lunch Meal	\$45.00
Dinner Meal	\$63.00
Accommodation	\$200.00
Accommodation and all Meals	\$340.00

These rates have been fixed for the life of the Agreement and are calculated to include adjustments

up until the nominal expiry date of this Agreement. These rates are not adjusted in line with salary movements.

Where the reasonable costs actually incurred by the employee in relation to a meal is more than that provided for above the Company shall either provide the full cost of the meal in advance or reimburse the cost on production of the relevant receipt.

- 34.5 Where accommodation/meals are provided to a satisfactory standard the relevant allowance(s) need not be paid.

35. Travelling and Travel Expenses

35.1 Air Travel

All time reasonably occupied by an employee in travelling on the day of joining or leaving for the purpose of and in the manner required by the Company shall for the purposes of payment be regarded as time of duty.

Travel days will be recorded as a dead day where leave is neither accrued nor deducted, when an employee travels the day before joining or the day after leaving a vessel.

Should an arrangement be reached between the employee and the Fleet Coordinator where the employee requests to travel either before joining or after leaving, the employee will be accommodated and meals provided at the company's expense, however the day of travel will be a leave day. This may provide for choice of airline and flight time where practicable.

ASPSM will still allocate air travel on the basis of the most economical means of travel available, irrespective of airline provider or lounge membership, on the day of travel.

Should an employee be required to wait at the airport for a period greater than six hours a day room at a hotel of ASPSM choosing will be available.

Preference will be given to use, where practicable, an airline that does not impose baggage-weight restrictions/costs and does allow baggage to be checked through to final destination. Reasonable excess baggage charges by an airline will be paid.

When travelling internationally, Masters and Chief Engineers (including those acting/serving as Master or Chief Engineer) will travel business class.

35.2 Travel Expenses

An employee shall be entitled to free travel by such appropriate means of transit as the Company may select and to his/her reasonable travelling expenses as required by and for the purposes of the Employer, and to and/or from the employee's homeport (or the commercial airport closest to the employee's home) in the following circumstances:

- a) incidentally to the taking of leave;
- b) pursuant to the application of the Navigation Act;
- c) when the employee's employment is terminated by the Employer, except where the employee is dismissed for misconduct and the dismissal is not subsequently overturned;
- d) when the employee terminates their employment in accordance with this Agreement; or
- e) when the employee is required to travel to and from any of home/medical treatment/place-of-work in connection with treatment/rehabilitation in connection with an illness/injury compensable under the Seafarers Rehabilitation and Compensation Act.

35.3 Airport to/from Home Travel

From the date of signature of this Agreement an allowance will be paid to all employees in recognition of expenses incurred as a result of travelling between their residence and the

commercial airport closest to the employee's home based on a sliding scale that depends on the distance. Measurement of the distance will be by accessing a "trip measure" on the appropriate Automobile Association website in the state where the travel is undertaken. The table below outlines the rates that apply.

These rates have been fixed for the life of the Agreement and are calculated to include adjustments up until the nominal expiry date of this Agreement. These rates are not adjusted in line with salary movements.

Distance <i>(between the employee's home and the closest commercial airport)</i>	Travel Allowance
Less than 25km	\$86
Greater than 25km, less than or equal to 50km	\$138
Greater than 50km, less than or equal to 100km	\$173
Greater than 100km, less than or equal to 150km	\$230
Greater than 150km	\$288

35.4 Meals and Accommodation during Travel

See Meal and Accommodation Allowance Clause.

In order to claim an entitlement under this clause, an employee will produce evidence to the reasonable satisfaction of the Employer that the expenditure claimed was properly incurred by the employee.

35.5 Flight Lounge Club Membership

Following 12 months' permanent employment, all Officers (excluding cadets) shall receive either a membership of an airline club of the employees choosing or a cash payment of \$500 annually, for the life of the Agreement. Employees must advise ASP in writing as to preference to either the club lounge or payment.

In acknowledgement of the membership there will be no entitlement to meal allowances where a lounge is available during joining or leaving the vessel and provides access to adequate meals (not snack food ie chips, nuts etc).

35.6 Employees on Vessels Overseas

An employee engaged for or in a vessel then in an overseas port or a vessel to be delivered to an overseas port will, subject to any medical and/or governmental requirements, be immediately available for travel and/or duty and no claim for leave or time off duty in excess of the agreement prescription in relation to such engagement or employment will be made or granted. Provide that an employee who is required to travel to an overseas destination to pick up a vessel for its delivery voyage shall, prior to departure from Australia, be permitted to a period of three days including the day of engagement for the purposes of making all necessary travelling, etc. arrangements including compliance with medical and governmental requirements.

The Company undertakes to consult with the affected employee(s), or their representative should they choose one, regarding appropriate scheduling to ensure that employees have adequate rest before commencement of duties.

36. Conveyance

- 36.1 Where a vessel lies at an anchorage or at any buoy within port limits and is not duly treated as being at sea while there, the Employer shall provide without cost to the employees, a conveyance for

employees between the vessel and a safe landing place.

- 36.2 The Employer shall not be required to provide a conveyance to or from the vessel if the Master considers it not reasonable in the circumstances prevailing at the relevant time.
- 36.3 The ship's work boat shall not be regarded as a conveyance unless there is no other conveyance reasonably available when it may be used if the Master and the ship's employees mutually agree. If the work boat be so used, the employees shall be responsible for its care and safety.

37. Taxis Where Berthed at Remote Locations

- 37.1 Where vessels are berthed at the following remote locations: East Arm Darwin, Port of Dampier, Dry Dock Facilities in Fremantle, transportation will be provided by way of a return taxi(s) or other suitable transport provided by the Employer to and from the vessel per day for use by the ship's complement.
- 37.2 The ability to utilize transport provided by the owner's agents at these locations will not be limited.
- 37.3 Where the ship's complement is required to take meals ashore, a taxi(s) will be made available for the transport of employees. The number of taxis ordered shall be at the discretion of the Master.

38. Medical Expenses and Inoculations

38.1 Medical Expenses

An employee who undergoes a medical examination by a medical inspector of seamen, at the requirement of the Employer, or pursuant to requirements under the Navigation Act and relevant Marine Orders, will be reimbursed by the Employer for the cost of the prescribed fees, medicals and associated tests (including eye sight and hearing tests) subject to him/her reasonably satisfying the Company that the expenditure was incurred. The entitlement under this clause is not additional to any entitlement under clause 25. The entitlement under this clause is not additional to any entitlement under clause 25.

Each employee must undertake and meet the requirements of a Remote Medical examination. The Remote Medical is currently defined by the Chief Medical Officer of the Medical Provider to CSIRO.

An employee's leave balance will not be reduced for each day required for the employee to attend a medical appointment at the Employer's direction (remote or otherwise), and each day required for such purposes will be treated as a dead day.

- 38.2 If after satisfactorily completing an initial Remote Medical examination, an employee fails this examination in a subsequent year, then unless the employee is eligible for benefits under the Seafarers Rehabilitation and Compensation Act, or temporary/permanent disability benefits under the employee's superannuation fund or employer's insurance coverage and if there is no vacancy within the Company that the employee is suited for, then the employee will be entitled to the provisions of Clause 14.

38.3 Inoculations

An employee will have inoculations against infectious diseases that may reasonably be transmitted through work on waste/sewage systems, or should any other inoculation be required, the Company shall reimburse the employee for all reasonable charges, fees and expenses incurred by him/her in respect thereof.

39. Documents required to go to Sea

All Officers are responsible for ensuring they have and maintain a passport, valid for the expected tour of duty and all other relevant documents, when they join a vessel.

At the Employer's expense all officers are responsible for ensuring they have and maintain a valid AMSA Medical Certificate of Fitness, MSIC or other security documents, Certificate of Competency (where relevant) and any relevant Endorsements, all valid for the expected tour of duty, when they

join a vessel.

- AMSA Medical – maintain a minimum of 6 weeks' validity before re-joining and 8 weeks prior to a docking.
- MSIC or other security docs – maintain minimum of 2 months' validity.
- Passport & CoC minimum of 6 months validity.

Should an employee join a vessel without valid documents they will be removed from the vessel and responsible for their own transport home.

For employees who hold foreign tickets, ASPSM will only reimburse the employee for costs associated with the recognition of such tickets in Australia.

ASPSM is not responsible for reimbursement of costs associated with renewing foreign passports, Certificates of Competency or any other foreign non relevant endorsements.

40. Reimbursement of Expenses

40.1 The Employer will reimburse an employee any expenses reasonably incurred by the employee in the performance of their duties and on behalf of the Employee.

40.2 The entitlement under this clause will expressly extend to:

- Expenses in respect of all AMSA fees including those incurred by an employee in obtaining or renewing or Endorsing, a Certificate of Competency, Revalidation costs and Training costs (as well as any travel and accommodation costs associated with Training).
- Reimbursement of reasonable legal costs (including costs of personal legal representation separate from that engaged in the interests of the Company, or fines imposed by a competent tribunal) associated with enquiries as to casualties, or other regulations, unless the authority conducting the enquiry or proceedings finds that such enquiry or proceedings have been occasioned by the wilful default or misconduct of the officer or, in the event of an appeal therefrom, the appellate tribunal finds that such enquiry or proceedings have been occasioned by the wilful default or misconduct of the officer.
- In order to claim a reimbursement under this clause, an employee will produce evidence to the reasonable satisfaction of the Employer that the expenditure claimed was properly incurred by the employee.
- If ASPSM disputes their liability under this clause the question shall be dealt with in accordance with the settlement of disputes procedures.

41. Masters Indemnity

41.1 Masters have overriding authority to take required action considered necessary for the safety of the crew, the vessel or for the protection of the environment in accordance with law. Neither the owner, management, charterer or any other person will constrain a Master from complying with his or her responsibilities under Australian law, including the *Navigation Act 2012* (Cth) and the state implementations of the *Marine Safety (Domestic Commercial Vessel) National Law Act 2012*. Masters have the authority and responsibility to request management assistance, as he or she may consider necessary in order to make decisions to preserve human life, protect the environment or prevent damage to property.

41.2 Masters shall be indemnified by the employer against all monetary claims, damages and expenses (including reasonable expenses incurred in defence against any legal action) brought or awarded against or incurred by the Master in connection with any act or omission whilst acting within the scope of his/her employment or authority.

41.3 The Employer shall reimburse the Master for the reasonable costs of defence against criminal charges, detention, or threatened proceedings arising from the performance of his/her duties.

41.4 The Employer shall be released from its obligations under this clause if such claims, damages or

expenses arise from an intentional act or intentional omission of the Master outside of the scope of his/her employment or authority or arise from any act or omission of a Master whilst under the influence of alcohol or illicit drugs.

- 41.5 ASP will maintain a P&I Policy, entitlements as set out in clauses 38.1, 38.2 and 38.3 will be in accordance with the terms of the P&I Policy as in force from time to time.
- 41.6 Masters indemnity coverage does not extend beyond the P & I coverage.

42. Industrial Clothing

- 42.1 Protective / Industrial clothing and uniform shall be provided to permanent employees as set out below. Each provision is per financial year and free of cost unless described:

- i) Two (2) pairs of high visibility overalls, light or heavy weight. (Masters)
- ii) Three (3) pairs of high visibility overalls, light or heavy weight. (Mates)
- iii) Four (4) pairs of high visibility overalls. (Engineers)
- iv) Two (2) sets of uniform consisting of white shirt and black pants on a one third /two thirds (employee/employer) basis, on the provision of receipts of purchase. Any claim for reimbursement must be on an ASP Claim for Expenses form and accompanied with relevant receipt/ tax invoice.
- v) One (1) pair safety/work boots.
- vi) Where appropriate, cold and/or wet weather jackets, gloves and boots.
- vii) Where appropriate, in accordance with current practice, the Company will continue to provide appropriate trappings of rank on promotion.
- viii) Where required by prescription, safety prescription glasses will be provided on a one third/two thirds (employee/employer) basis for new and 100% of the replacement cost where damaged in the course of work.
- ix) Where the working environment dictates that overalls and/or safety boots require replacement more frequently as a result of "fair wear and tear" additional issues shall be made approved at the discretion of the Chief Officer/First Engineer and shall be free of cost.

42.2 Re-imbursement of expenses for industrial clothing

Reimbursement for industrial and protective clothing not issued but purchased by a permanent employee is set out below and is provided on a financial year basis. Any claim for re-imbursement must be on an ASP Claim for Expenses form and accompanied with relevant receipt/ tax invoice. Purchase of such industrial and protective clothing must be first approved by the Master/Chief Engineer and Fleet Personnel Coordinator prior to purchasing.

- i) High visibility overalls – Up to four (4) pairs at \$100 per pair
- ii) Safety / Work boots - One (1) pair at full cost.

- 42.3 Personal Protective Equipment (PPE) will be administered in accordance with the PPE Policy 8.05. Appropriate protective clothing for the vessel's operational conditions will be provided by the Employer as required eg Southern Voyage Cold Weather gear - \$300 each occasion.

PART 5 – HOURS OF WORK/REST & MANNING

43. Hours of Work and Rest

- 43.1 To achieve maximum flexibility, officers shall work as a team with each officer working to the level of their classification, job description, training, competence, certification and applicable legislation in a co-operative effort, to ensure the safe and efficient operation of the vessel.
- 43.2 Navigational sea duties and cargo watches will be based on a (3) watch rotation system (one Officer on duty and two off duty) with all officers having the necessary statutory certification and training to enable them to carry out their duties without direct supervision.
- 43.3 The normal daily working duration shall be eight hours, seven days per week. However, Officers may be required to work up to twelve (12) hours in any one day to meet the commercial and operational requirements of the vessel but the average hours spent on duty per day shall not exceed eleven (11) averaged over a period of one week.
- 43.4 Where Officers are required to work beyond these hours to meet an immediate operational requirement of the Vessel, which could not have been reasonably foreseen, the Master and ASPSM shall ensure that the provisions of S.T.C.W.95 Chapter (vii) are strictly complied with and it is the responsibility of the Officer concerned to advise the Master who shall ensure that the incident is recorded and reasons given.
- 43.5 Officer's duties shall be regulated by the Master to ensure that Officers receive a minimum of 77 hours' rest and a maximum of 77 hours' work in any one week.
- 43.6 A full and accurate record of hours of work and rest periods will be maintained by the Officers on board each vessel and kept in an accessible place in accordance with Marine Orders Part 28.
- 43.7 It is agreed that all vessels will be operated in accordance with Marine Orders Part 11 and that the 'rest' provisions of this Marine Order will apply to the Chief Engineer Officer and UMS roster Engineer officers.
- 43.8 UMS WATCH - The normal UMS Engineering Watchkeeping roster will consist of three Engineer officers and will not normally include the Chief Engineer Officer.

44. Meal Breaks

An employee will, where practical, be allowed 60 consecutive minutes for each meal. Employees may be required to curtail their meal breaks where operational requirements of the vessel dictate.

No employee will be required to work for more than six hours without being allowed a break for a meal.

Meal breaks will be provided to employees, with the exception of catering employees, during the following span of hours:

Meal Breaks	Span of Hours
Breakfast	Between 0700 and 0900 hours
Midday Meal	Between 1200 and 1400 hours
Evening Meal	Between 1700 and 1900 hours

45. Avoidance of Physical Exhaustion

- 45.1 An employee must be provided a minimum of ten hours of rest in any 24 hour period. The hours of rest may be divided into no more than two periods, one of which must be at least six hours in length.
- 45.2 The requirements for rest periods laid down in clause 45.1 need not be maintained in the case of an emergency or drill or in other overriding operational conditions.
- 45.3 Despite clause 45.1, the minimum period often hours may be reduced to not less than six consecutive hours provided that any such reduction must not extend beyond two days and not less than 77 hours of rest are provided each seven day period.
- 45.4 The terms of this clause will not affect the operation of applicable legislation and regulations.

46. Joining a Vessel Overseas

An employee required to travel overseas to join a vessel will be provided with adequate rest before commencing duties.

47. Pilotage Duties

- 47.1 ASPSM may require a Master to acquire and keep valid a pilotage exemption certificate for use in any port on the Australian coast for which such a certificate is required in order to navigate or shift a vessel.
- 47.2 A Master shall pilot and navigate their vessel at those ports without employing a licensed pilot unless in the Master's reasonable discretion the safety of the vessel would be endangered by the failure to employ a licensed pilot.
- 47.3 When ASPSM requires an Officer to obtain a pilotage exemption they shall:
- Reimburse any expenses in respect of fees, medical examinations and eyesight or hearing tests incurred in obtaining or renewing a pilotage exemption in the course their service with ASPSM.
- 47.4 Where a Master has a current AMSA certificate and is unable to maintain their current pilotage exemption certificate/s due to restrictions or requirements by the port authorities the Master they shall not suffer any loss in rank or salary.

48. Duty Roster

To maintain stable employment and predictable leave periods it is agreed that the ASPSM will maintain two permanently graded Officers for each position.

49. Manning, Classifications and Short-Handed

49.1 Manning/Classifications

It is agreed the minimum classifications for the RV Investigator will remain in place for the life of this Agreement and are as follows:

Classification	Operational	Port Lay Up	Classification	Operational	Port Lay Up
Master	1	1	Chief Engineer	1	As agreed
Chief Mate	1		1 st Engineer	1	As agreed
2 nd Mate	1	1	1 st Electrical Engineer	1	As agreed
3 rd Mate	1		2 nd Engineer	1	As agreed
			3 rd Engineer	1	As agreed
Total	4	2		5	As agreed

- At least two Deck Officers are to be DP qualified on research voyages other than those voyages which are dedicated solely to fishing.
- Manning will be by agreement between the parties with the overriding consideration being to ensure employees are not suffering from fatigue.
- When determining manning, including during layups, the following factors will be taken into account:
 - role of the vessel;
 - hours of rest;
 - operational hours needs and requirements;
 - hours outside operational hours;
 - the provisions of 'STCW 95' as it applies to Watchkeepers; and
 - preventive and planned maintenance.

49.2 **Shorthanded**

A vessel shall not sail short-handed unless:

- a) the Company can demonstrate it has made all efforts to provide a replacement; and
- b) the vessel sails short-handed no further than to the next port; and
- c) to do so is not in contravention of the AMSA/MCA minimum manning.

Where a vessel is shorthanded due to ASPSM being unable to fill a position, all appropriate Officers shall act up to fill the vacancy and the salary including leave component prescribed for the position not filled shall be divided amongst those crew members of the same department for the period the vessel is shorthanded (regardless of whether in port or at sea). To be entitled to payments, employees must undertake all duties of the unfilled position.

Shorthand payments shall not be made where an employee pays off due to repatriation on compassionate grounds.

Shorthand payments shall not *initially* be made where an employee pays off due to:

- resignation without notice; or
- dismissal.

However, after the next port if the vessel is still shorthanded then shorthanded payments shall commence.

PART 6 – LEAVE ENTITLEMENTS

50. Leave

50.1 Entitlement to Leave

All vessels covered by this Agreement are under a two-crew duty system. Subject to clause 50.1.4, an employee will accrue leave without loss of pay on the basis of a two-crew swing system as follows:

- 50.1.1 For service of all vessels the leave accrued will be that time on the ship (the day of joining and leaving the ship will be counted as days on the ship and will accrue leave) with a leave factor of 1:1 ratio.
- 50.1.2 The extent to which the leave granted is more or less than that actually due will be debited or credited to the employee as less or additional leave.
- 50.1.3 Relief employees will accrue one days leave for each day worked including the day of joining the ship. The day of leaving the ship will be counted as a dead day where leave is neither accrued nor taken.
- 50.1.4 Leave will not accrue under this clause in relation to the following:
 - a) a day when an employee is on leave;
 - b) a day, or that part of a day, during which an employee fails or refuses to attend for or perform work as lawfully required by the Employer;
 - c) any day on which the employee is undertaking an approved course of study or training ashore;
 - d) when an employee's engagement is less than one day; or
 - e) a day when an employee accepts shore-based secondment.

- 50.2 All adjustments to crewing and the two-crew swing system must be coordinated and approved by the responsible ASP crewing department.

50.3 Calculation of Leave Entitlement

The leave entitlement in clause 50.1 gives effect to, amongst other things:

- leave with pay for weekends and public holidays worked;
- annual leave with pay of five weeks per annum;
- sick leave;
- carer's leave;
- compassionate leave; and
- a 35-hour working week.

50.4 Taking of Leave

The taking of leave will as far as practicable be correlated with the running of the vessel in which the employee is engaged. The period of leave granted will approximate as closely as possible both to the actual amount of leave due to the employee and to the date and time when the employee can most conveniently return to duty.

50.5 Leave in Advance

Where an employee's leave has expired, an Employer may require an employee to take up to fourteen days of leave in advance. An employee will not be required to take more than fourteen days of leave in advance unless:

- a) there has been prior written consent by the employee; or
- b) a swing system agreement, between swing partners is agreed; or

- c) where leave in advance is as a consequence of the vessel undergoing an international dry docking, then up to 21 days leave in advance may be recovered on the proviso that the officer concerned is given sufficient notification by the Company of his/her expected return date such that he/she is allowed to make full use of this leave, notwithstanding that this leave is in advance, or
- d) at the express request of the employee for his/her own purposes; such as where an officer requests to be removed from a ship, or transferred, or requests that he/she not join a ship at his/her normal time; and if the Company agrees.

Such prior consent will be confirmed in writing by the officer and the Company at the earliest practicable time.

50.6 The giving and taking of leave will be arranged having regard to:

- a) avoidance of delays to a vessel's schedule, the voyaging pattern of the employee's regular vessel and requirements of the Employer's service;
- b) the need to correct imbalances in leave and duty periods including balancing leave in advance as soon as possible;
- c) the employee's home port;
- d) the need to reduce costs of travel; and
- e) whether the employee has a right to accumulate leave under clause 50.8.

50.7 Unless otherwise agreed between the Employer and the employee, the leave to which an employee is entitled under this clause will be granted by the Employer and taken by the employee not later than eight months after it has commenced to accrue.

50.8 Further, Officers with leave balances in excess of 126 days, including leave accrued on the last swing, may be required by the Company to take the excess leave without delay, providing the Officer is given at least 3 months' notice of this requirement or as mutually agreed.

50.9 **Accumulation of Leave for Study**

An Officer who wishes to take leave for the purposes of an approved course of study in circumstances where the Study Allowance provisions do not apply (e.g. for a second or subsequent attempt at a Certificate of Competency), may accumulate and take their accrued leave in one period, at the time so desired by the Officer, provided the officer has given reasonable notice of their intention and the Employer agrees.

50.10 **Leave during Dry Docking**

Recognising the need for Junior Officers to gain hands on experience during dry dockings when machinery/systems are opened up, and understanding the need for Senior Officers to supervise dock yard and contractor personnel and taking into account the Works Specification requirements, the complement of Officers for the vessel will normally be maintained rather than sent on leave.

50.11 **Payment of Leave on Termination of Employment**

Upon termination of employment, an employee's leave entitlement under this clause will be paid at the salary rate for the last position in which the employee served, or his/her graded rate, whichever is the higher.

51. **Grading and Leave Swing System**

51.1 **Swing Lengths**

The duty period will be 42 days but may vary between 35 days and 67 days. It is acknowledged by the parties that the swing duration may extend beyond 60 days due to exceptional operational requirements of the vessel.

Within the changeover period, the day and port where the changeover takes place may vary to ensure that transport costs are minimised, and the equalisation of leave is maintained between

Officers. Crew changes will occur at the first opportunity as close to 42 days as operationally possible.

An employee may agree to change their swing duration with an employee on the opposite swing to meet personal circumstances. ASP must consent to any change arranged between employees.

51.2 Swing Planning

Representatives from each swing crew under the two-crew duty system will meet with ASPSM approximately once every six months for the purposes of discussing and planning upcoming swing rotations. If the parties cannot agree on an upcoming swing rotation, ASPSM will make a final decision and publish the decision within 14 days of the date of the meeting.

51.3 Grade, Transferability and Management of Leave Balances

- a) All Officers will be fully transferable throughout the Company's Seagoing Fleet, including Australian manned vessels managed by ASPSM not covered by this Agreement (in accordance with operational requirements including the management of leave balances).
- b) Flexibility and responsiveness in filling short-term swing vacancies and the removing of negative leave balances is a key part of this Agreement.

51.4 Over cycle Payments

If an employee is requested by ASPSM to undertake an extra voyage because there is no replacement, they will be eligible for an additional payment of 15% of their salary for each day of work in excess of 60 days on a swing.

This allowance will only be triggered if there is no available relief.

This allowance does not apply to an extra voyage or an extended swing in connection with dry dock of a vessel, when an employee voluntarily undertakes an additional voyage, or to time spent in quarantine by an employee.

52. Personal/Carer's Leave

Permanent employees will be entitled to 14 days' cumulative personal (sick/carers) leave for each year of continuous service with the Company (current balances will be calculated by reference to past service and then deducting leave taken to date) with an employee drawing against that entitlement, subject to the production of medical certificates, if at the time (or thereafter) when he/she would normally return to sea he/she is unable to do so due to illness or injury (not already subject to payment of full wages by some other benefit/entitlement) excluding any accrued leave or long service leave. An employee may also take carer's leave in circumstances where an employee is entitled to do so under the Act.

The particular period of payment under this clause shall cease when either:

- he/she is fit to return; or
- payment of compensation (short-term incapacity) under his/her superannuation fund commences; or
- payment of compensation under applicable workers compensation legislation commences; or
- the calculated entitlement is fully used.

Employees shall give the Employer as much notice as reasonably practicable in the circumstances prior to accessing personal/carers leave so as not to cause undue disadvantage to the Employer.

53. Parental Leave

The provision of this clause applies to permanent employees. Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave.

Relief employees are entitled to parental leave only if:

- they have been employed on a regular and systematic basis for a sequence of periods over at least 12 months; and
- had it not been for the birth (or expected birth) or adoption (or expected adoption) of a child, they would have a reasonable expectation of continuing employment by the employer on a regular and systematic basis.

53.1 Definitions

53.1.1 For the purpose of this clause “child” means a child of the employee under the age of one year except for adoption of a child where “child” means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

53.1.2 Subject to clause 53.1.3, in this clause “spouse” includes a de facto or former spouse.

53.1.3 In relation to clause 53.5, “spouse” includes a de facto spouse but does not include a former spouse.

53.2 Basic Entitlement

53.2.1 After twelve months' continuous service, parents are entitled to a combined total of 52 weeks paid and unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

53.2.2 Subject to clause 53.3.6, parental leave is to be available only to one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

- a) for maternity and paternity leave, an unbroken period of one week at the time of the birth of the child; and
- b) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

	Paid Leave	Unpaid Leave	Total Leave
Maternity Leave	6 weeks	46 weeks	52 weeks
Paternity Leave	2 weeks	50 weeks	52 weeks
Adoption Leave	6 weeks	46 weeks	52 weeks

53.3 Maternity Leave

53.3.1 Female employees with at least 12 months' of continuous service are entitled to maternity leave in accordance with award/agreement provisions.

53.3.2 Maternity leave will be paid for the first six (6) weeks after which time, up to a maximum of forty-six (46) weeks unpaid leave will be provided to the employee if the employee is the primary carer. Other types of leave can be taken in conjunction with maternity leave providing the total period of absence does not exceed 52 weeks.

53.3.3 An employee must provide notice to the Employer in advance of the expected date of commencement of parental leave. The notice requirements are:

- a) of the expected date of confinement (included in a certificate from a registered

medical practitioner stating that the employee is pregnant) – at least ten weeks; and

- b) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken – at least four weeks.

53.3.4 When the employee gives notice under clause 53.3.3(a) the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

53.3.5 An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

53.3.6 Subject to clause 53.2.2 and unless agreed otherwise between the Employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of the birth.

53.3.7 Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an Employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

53.4 **Special Maternity Leave**

53.4.1 Where the pregnancy of an employee terminates after 28 weeks and the employee has not commenced maternity leave, the employee may take unpaid special maternity leave of such period as a registered medical practitioner certifies as necessary before her return to work.

53.4.2 Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such period of unpaid leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of special maternity leave and maternity leave may not exceed the period to which the employee is entitled under clause 53.2.2.

53.4.3 Where leave is granted under clause 53.4, during the period of leave an employee may return to work at any time, as agreed by the Employer and employee, provided that time does not exceed four weeks from the recommencement date desired by the employee.

53.5 **Paternity Leave**

53.5.1 An employee will provide to the Employer at least ten weeks prior to each proposed period of paternity leave:

- a) Paternity leave will be paid for the first two (2) weeks after which time, up to a maximum of fifty (50) weeks unpaid leave.
- b) A certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
- c) Written notification of the dates on which he proposes to start and finish the period of paternity leave; and
- d) A statutory declaration stating:
 - he will take that period of paternity leave to become the primary caregiver of a child;
 - particulars of any period of maternity leave sought or taken by his spouse; and
 - that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

- 53.5.2 The employee will not be in breach of clause 53.5.1 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances. The employee will immediately notify the Employer of any change in the information provided to the Employer pursuant to clause 53.5.1.

53.6 Adoption Leave

- 53.6.1 The employee will notify the Employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- 53.6.2 Adoption leave will be paid for the first six (6) weeks after which time, up to a maximum of forty-six (46) weeks unpaid leave.
- 53.6.3 Before commencing adoption leave, an employee will provide the Employer with a statutory declaration stating:
- a) the employee is seeking adoption leave to become the primary caregiver of the child;
 - b) particulars of any period of adoption leave sought or taken by the employee's spouse; and
 - c) that for the period of adoption leave the employee will not engage in any conduct inconsistent with his/her contract of employment.
- 53.6.4 An Employer may require an employee to provide confirmation from the appropriate government authority of the placement.
- 53.6.5 Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the Employer immediately and the Employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
- 53.6.6 An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
- 53.6.7 An employee seeking to adopt a child is entitled to take unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the Employer should agree on the length of the unpaid leave. Where paid leave is available to the employee, the Employer may require the employee to take such paid leave instead.

53.7 Variation of Period of Parental Leave

Unless agreed otherwise between the Employer and employee, an employee may apply to his/her Employer to change the period of parental leave on one occasion. Any such change is to be notified to least four weeks prior to the commencement of the change arrangements.

53.8 Parental Leave and Other Entitlements

An employee may in lieu of or in conjunction with parental leave, access other paid leave entitlements which they have accrued, such as leave pursuant to clause 50 or long service leave, subject to the total amount of leave not exceeding 52 weeks.

53.9 Transfer to a Safe Job

- 53.9.1 Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work,

the employee will, if the Employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

- 53.9.2 If the transfer to a safe job is not practicable, the employee may elect, or the Employer may require, the employee to commence parental leave.

53.10 Returning to Work after a Period of Parental Leave

- 53.10.1 An employee will notify of his/her intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- 53.10.2 An employee will be entitled to the position which he/she held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to clause 53.9, the employee will be entitled to return to the position he/she held immediately before such transfer.
- 53.10.3 Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position nearly comparable in status and pay to that of his/her former position.

53.11 Replacement Employees

- 53.11.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
- 53.11.2 A replacement employee will be informed of the temporary nature of the employment and of the rights of the employee who is being replaced.

54. Long Service Leave

- 54.1 Officers who were in employment with ASPSM as at 31 May 2001 will have their length of service in the industry recognised and it will be at ASPSM's cost.
- 54.2 Officers who commenced employment after 31 May 2001 will only have enterprise service with ASPSM recognised for the purposes of Long Service Leave. "Enterprise Service" means service with ASPSM after 31 May 2001.
- 54.3 The amount of Long Service Leave to which an Officer is entitled shall be thirteen (13) weeks after fifteen (15) years continuous service with the ASPSM with a pro rata entitlement after 10 years.
- 54.4 Pro Rata Long Service Leave shall be paid out when an Officer leaves ASPSM employ, excepting cases of serious or wilful misconduct or fraud after:
- 54.4.1 a period of continuous enterprise service greater than five (5) years in the case of voluntary redundancy or three (3) years in the case compulsory redundancy; or
- 54.4.2 by an officer who has completed at least five years of enterprise service and on account of illness, incapacity, domestic or other pressing necessity, a proportionate amount on the basis of two months for 10 years enterprise service; or
- 54.4.3 when the Officer has accrued an entitlement.

An employee who has accrued an entitlement to Long Service Leave must give notice of their intention to take that leave within 12 months of the entitlement falling due. No reasonable request will be refused.

54.5 Continuous Service

- 54.5.1 In the application of this clause, 'continuous service' shall mean any service with any of the Companies listed at Schedule 2 and shall not be broken by any of the following provided that the period of non-employment shall not count as service.
- a) Termination other than serious or wilful misconduct or slackness of trade as long as the Employee be re-employed by any Company at Schedule 2 within a two month period not including any leave taken, e.g. an Employee resigns, takes one month leave and is re-employed less than three months after notice of resignation;

no break in service is recorded.

- b) Termination due to slackness of trade or voluntary redundancy as long as the Employee is re-employed by any Company at Schedule 2 within a six-month period; no break in service is recorded.

54.5.2 Continuous service shall include any period of employment by a Company at Schedule 2 as an Employee as defined by clause 2 – Definitions.

54.5.3 Continuous service shall not be broken by any of the following which shall count as service:

- i) Service with Australian Defence Forces (excepting as a volunteer of the permanent ADF).
- ii) Periods of leave, including annual leave, long service leave, study leave, refresher training, revalidation etc.
- iii) Sick leave of up to 21 days per annum.
- iv) Any authorised absence by the Company which shall not count as service.
- v) Any period served ashore as workplace delegate.
- vi) Any period of secondment to any related business of the Company.
- vii) Any absence due to industrial disputation provided that work is resumed on settlement.
- viii) Any absence on parental leave, compassionate leave or maternity leave.

54.6 **Entitlement**

54.6.1 Subject to clause 54.1 an Employee will be entitled to long service leave, or payment in lieu, in respect of continuous service with one and the same Company, or more than one Company which is listed at Schedule 2.

54.6.2 Subject to clause 54.3, an Employee's entitlement to long service leave shall be paid as follows:

- a) if the Employee is in employment at the time the leave is granted, in accordance with this Agreement by the current Company of the Employee; or
- b) if the Employee is not employed and the Employee has completed 10 or more years continuous service of a qualifying period of at least 10 years, by the Company who last employed that Employee.

54.7 **Amount of Leave**

The amount of long service leave or payment in lieu thereof to which an Employee shall be entitled shall be:

54.7.1 In the case of an Employee who has completed continuous service for a qualifying period of at least 15 years:

- a) in respect of 15 years' service so completed – 13 weeks; and
- b) in respect of continuing service for each qualifying period of 10 years completed since the Employee last became entitled to long service leave – 8-2/3 weeks; and
- c) on the termination of the Employee's service (in circumstances other than those which pursuant to this clause do not break continuity of service) or the Employee's death, in respect of the number of years' continuous service completed since the Employee last became entitled to an amount of long service leave – a proportionate amount on the basis of 13 weeks for 15 years' service.

54.7.2 In the case of an Employee who has completed at least 10 but less than 15 years' continuous service and whose employment is terminated:

- a) by the death of the Employee; or
- b) in circumstances other than those which pursuant to this clause do not break continuity of service:
 - i) by the Company for any cause other than serious or wilful misconduct; or
 - ii) by the Employee;

a proportionate amount on the basis of 13 weeks for 15 years' service.

54.8 Taking Leave

54.8.1 Time of taking leave

Long service leave shall be taken as soon as reasonably practicable after an employee accrues an entitlement to take long service leave, unless the Company and the employee agree for long service leave to be taken at a later time.

54.8.2 Notice to take leave

Except where the time for taking leave is agreed to, the Company shall give to an Employee at least the amount of notice required by law of the date from which leave is to be taken.

54.8.3 Broken leave

Long service leave may be granted and taken in one continuous period or it the Employee and Company so agree in not more than three separate periods in respect of the first 13 weeks' entitlement and in not more than two separate periods in respect or any subsequent periods of entitlement.

54.8.4 Holidays and Intervals of Leave

The long service leave prescribed by this clause is exclusive of intervals of leave but is inclusive of all other holidays occurring during the taking of any period of long service leave.

54.8.5 Granting of leave

Subject to the provisions of clause 54.7 Amount of Leave and clause 54.9 Granting of Leave in Advance, of this clause, and Employee shall not be entitled to, and a Company shall not be required to grant leave pursuant to this clause until the amount of leave to which the Employee has become entitled equals 13 weeks in respect of the first period of entitlement and 8.667 weeks in respect of any subsequent periods of entitlement.

54.8.6 Except as provided in clause 54.7 Amount of Leave and clause 54.10 Payment for Period of Leave, of this clause, payment shall not be made to an Employee in lieu of any long service leave or part thereof to which the Employee is entitled here under nor shall any such payment be accepted.

54.9 Granting of Leave in Advance

54.9.1 The Company may, by agreement with an Employee who has had not less than 10 years' continuous service, allow long service leave to such Employee before the right has accrued, but where leave is so taken the Employee shall not become entitled to any further leave under this Agreement or to payment in lieu thereof for the period in respect of which such leave was taken before accrued.

54.9.2 Where leave has been granted to an Employee pursuant to the preceding paragraph before the right thereto has accrued and the employment is subsequently terminated by the Company for serious or wilful misconduct, the Company may deduct from whatever remuneration is payable upon the termination of the employment such amount as represents payment for any period for which the Employee has been granted leave to which he was not entitled at the

date of such termination.

54.9.3 The period of leave granted under this clause shall not exceed a period calculated pro rata on the basis of 13 weeks' leave for 15 years' continuous service.

54.10 Payment for Period of Leave

54.10.1 The Company of an Employee who is entitled to and takes leave pursuant to this clause shall pay such leave at the Employee's rate of salary current during that period of leave.

54.10.2 Provided that whereby agreement between the Company and the Employee the taking of the leave due to the Employee or any portion of it is postponed to meet the convenience of the Employee the rate of payment therefore shall be that operative at the time of accrual to the Employee of the leave entitlement concerned.

54.10.3 Payment shall be made in one of the following ways:

- a) in advance for the whole of the period at the commencement thereof;
- b) at the same time or times as payment would have been made if the Employee had remained on duty in which case payment shall, if the Employee in writing so requires, be made by cheque posted to an address specified by the Employee or through inter-bank transfer; or
- c) in any other way agreed between the Company and the Employee.

54.11 Payment on Termination for Leave Not Taken

Where the employment of an Employee is terminated in circumstances other than those which pursuant to this clause do not break continuity of service and any long service leave to which the Employee was entitled has not been taken or accrues to the Employee, the Company of the Employee at the time of termination shall forthwith pay to the Employee in full the amount due in respect of such leave.

54.12 Payment on Death

Where an Employee dies and any long service leave to which the Employee was entitled under this clause has not been taken or accrues as to consequence of his death the Company of the Employee at the time of death shall upon request by the Employee's personal representative pay to that representative the amount due in respect of such leave. The obligation of the Company to such Employee in respect of long service leave shall be and shall be deemed to have been satisfied by such payment.

54.13 Benefits Related to Long Service Leave

Any leave in the nature of long service leave allowed or payment in lieu thereof made to an Employee otherwise than under this clause (whether before or after the coming into operation hereof) shall be taken into account and shall be deemed to have been leave granted and taken in satisfaction of leave due under this Agreement:

- a) in the case of leave with pay to the extent of the period of such leave; and
- b) in the case of payment in lieu thereof to the extent of a period of leave equivalent to the amount of the payment at the date thereof and to be satisfaction to the extent thereof of the entitlement of the Employee under this Agreement.

54.14 Transmission of Business

54.14.1 For the purpose of this clause where a business has, whether before or after the coming into operation of this Agreement, been transmitted from a Company (in this clause called "the transmitter") to another Company (in this clause called "the transmittee") and an Employee who at the time of such transmission was an Employee of the transmitter in that business becomes an Employee of the transmittee:

- a) continuity of the service of such Employee shall be deemed not to have been broken by reason only of the transmission; and
- b) the period of the continuous service which the Employee has had with the transmitter (or any prior transmitter) shall be deemed to be continuous service of the Employee with the transmittee.

54.14.2 In this clause “transmission” includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and “transmitted” has a corresponding meaning and includes the successorship and transmission provisions of the *Fair Work Act 2009*.

54.15 Records

54.15.1 The Company must make, or cause to be made, at six monthly intervals, records of an Employee’s service history so as to enable the entitlement of an Employee to leave under this clause to be ascertained. The records required to be kept are the following:

- a) name of the Employee;
- b) occupation or classification;
- c) date of commencement of the employment;
- d) date of commencement of continuous service;
- e) date of termination of the employment, if any;
- f) date and duration of any absence by the Employee from work and the reason for that absence;
- g) particulars of any long service leave granted, or payment made, in respect of long service leave under this clause or otherwise; and
- h) particulars of any leave in the nature of long service leave granted or payment in lieu made otherwise than under this clause.

54.15.2 The Company will keep an Employee’s records prescribed in sub-clause 54.15.1 during the continuous service of an Employee, and for a period of 12 months thereafter. In the case of termination by the death of an Employee, the records will be kept until settlement with the Employee’s personal representative has been made, or the expiration of three years from the date of death, whichever first occurs.

54.15.3 Where an Employee has applied to take leave pursuant to this clause or is otherwise entitled to payment for leave pursuant to this clause, the Company of that Employee may inspect the records of that Employee held by another Company listed at Schedule 2.

54.16 Claims

54.16.1 Any claims for long service leave shall be lodged by an Employee with the Employee’s current Company who will promptly determine any entitlement and payment under this clause.

54.16.2 Any party to a dispute as to the entitlement or payment of an Employee under this clause may refer to the said dispute to the FWC for conciliation or, if mutually agreed, for arbitration in accordance with the Industrial Dispute Resolution Procedure.

55. Navigation Act, Seafarers Rehabilitation and Compensation Act

Nothing in this Agreement shall be construed as limiting the rights of any Officer under the *Navigation Act 2012* (Cth) as amended.

The *Navigation Act 2012* (Cth) as amended and Marine Orders will be read in conjunction with this Agreement.

The *Seafarers Rehabilitation and Compensation Act, 1992*, ("Seafarers Act") and Regulations made hereunder will be read in conjunction with this Agreement.

56. Sick and Injured Employees

- a) The provisions of Part 5 of the *Navigation Act 2012* (Cth) (as varied from time to time) and the *Seafarers Rehabilitation and Compensation Act 1992* (as varied from time to time) shall apply where relevant in respect of all employees engaged in vessels under this Agreement. Provided that if an employee is landed at a port other than his/her home port he/she is to receive, in addition to the benefits prescribed by the Act applicable, any allowance for his/her meals and accommodation to which he/she would have been entitled under this Agreement until his/her arrival at his/her home port.
- b) It is the intention of the Parties that where an employee is declared fit after a period of illness or injury he/she should then re-join his/her vessel where this can reasonably and economically be done and will assist in the object of equalising periods of duty and periods of leave entitlements under the leave arrangements operating in his/her vessel.
- c) Where an employee is suffering from an ailment and on medical advice:
 - he will recover within a short period of time either before or after the scheduled sailing time of his/her vessel; and
 - remaining and/or travelling in the vessel will not jeopardise his/her health or safety;the Parties agree to co-operate to ensure that the vessel is not delayed and that the necessity for any replacement is avoided by the employee sailing in the vessel and completing the voyage.
- d) Where an employee is suffering from an ailment/injury and is sent ashore for medical treatment the company shall endeavour to secure that treatment, from one of the following, in order of preference where available:
 - i. Private doctor/clinic.
 - ii. Private hospital.
 - iii. Public hospital.

57. Compassionate Leave/Repatriation

- i) If a permanent employee is informed that a member of their immediate family (i.e. parent, parent-in-law, child, adopted child, spouse, de facto spouse, or sibling) has died or is seriously ill the employee will be granted up to seven (7) days compassionate leave, commencing from arrival at the commercial airport closest to their home (or such other airport relevant to the location of the affected family member). Under these circumstances the employee will be on "frozen leave" (i.e. on pay but not accruing or reducing leave).
- ii) Serious illness includes birth of a child, or complications associated with confinement.
- iii) This leave may be taken as a single day or multiple continuous days.
- iv) Each case for compassionate leave will be reviewed on its merits with ASPSM repatriating the Officer to their homeport. Every endeavour will be made to fill the resulting vacancy as promptly as possible.
- v) This leave is non-accumulative.
- vi) ASP is entitled to request evidence that would substantiate the reason for leave. A failure to either provide notice or if required, evidence that would satisfy a reasonable person to substantiate the reason for the leave, means the employee is not entitled to the leave.

- vii) If the employee is not in his/her home port, the Company will arrange transportation on the basis that this fare is recoverable from the individual if they terminate from the Company, for other than compassionate reasons.
- viii) Transport to re-join the vessel will be provided by the Company.

58. Leave for Jury Service

Section 89 of the Navigation Act 2012 exempts all Seafarers from jury service under the law of the Commonwealth and of a State or Territory.

59. Leave for Monthly Day Meetings

- 59.1 The employer shall allow such officers as the Chief Engineer and Master deems not necessary for the proper running and operation of the vessel to attend any authorised meeting of employees held on the last Tuesday of each month between the hours of 0800hrs and 1200hrs without any deduction from the officer's salary.
- 59.2 This clause shall not apply in the case of a vessel due to sail at or before noon on the day of the meeting or when, for the safety or proper running of the ship, the Chief Engineer and Master deem it necessary that all officers should be on board.

PART 7 – WORKING AND LIVING CONDITIONS

60. Occupational Health and Safety

The Occupational Health and Safety (Maritime Industry) Act 1993 applies to ASPSM. That Act creates responsibilities on ASPSM to provide safe working conditions, promote and encourage safe working practices and provide information and control measures for hazards in the workplace and related environment. Officers have a responsibility to perform their jobs in a safe and environmentally responsible manner and undertake to follow OH&S and Environmental Policies and procedures as set by ASPSM.

61. Reduction of Workers Compensation Incidents

The Parties have a common objective of a safe working environment and of achieving an injury-free workplace and hence no absences due to workers' compensation.

62. Standard and Quality of Food

The Employer shall accommodate and keep the employee upon the vessel at the Employer's cost. The Best Australian Shipboard Standards will be provided taking into consideration the need to replenish perishables on a regular basis.

There shall be no arbitrary reduction of the per-berth victualling rate during the term of this agreement, other than with the express agreement of the affected employee(s) or their representative should they choose one.

63. Cabins and Cabin Cleaning

Except with prior written agreement of the affected employee(s) or their representative should they choose one, an officer shall be provided with a single-berth cabin with an ensuite bathroom. Employees consent to the loss of the entitlement to daily cleaning-service to their cabins and agree that they will perform light cleaning duties in their own cabins conditional on a substitute entitlement to have a contract cleaning-service to their cabins annually.

64. Communications

- 64.1 The Master & Chief Engineer will be provided with his/her own mobile phone/fax and email. In addition, the Company will provide mail, telephone, fax, internet and email facilities for employee's private (including to family and to their representative should they choose one) use; should the Company decide to recoup part of the access cost then the Company and the affected employee(s) or their representative should they choose one, will agree on a reasonable rate.
- 64.2 All such means of communication shall be confidential to the employee and neither the Master nor the Company are entitled to peruse/copy/veto or interfere in any way with such communications. In cases of emergency, where satellite communication is available, the Company will pay all reasonable costs for the use of such equipment.
- 64.3 ASP's Email, Internet and Communication Policy applies at all times.

65. Computer, Home-Theatre, Library and Gymnasium

The vessel shall be provided with a suitable library, with DVD & video cassette "home-theatre" equipment, multi-media computer, CD-stereo equipment, and appropriate gym equipment. The Company will provide the Officers with an Amenities Allowance as set out in clause 30 which will be expended on such books/DVDs/Videos/music etc. as the Officers collectively determine.

66. Bar, Drugs and Alcohol

- 66.1 The vessel is a dry vessel, which means that alcohol and non-prescription drugs are not to be taken onto the vessel, or consumed on the vessel. All personnel, when boarding the vessel, must have a zero alcohol reading and non-prescribed drug reading, which must be maintained at all times whilst on the vessel. Should there be a breach of this policy, employees may be terminated in accordance with this Agreement.
- 66.2 Attention is drawn to the Navigation Act which provides "for-cause" breathalyser testing on grounds of reasonable suspicion. In addition the parties will negotiate and reach agreement on any policy that provides for further drug testing.
- 66.3 It is a condition of employment that all ASPSM employees are subject to the company or client Drug and Alcohol Policy and procedures for drug and alcohol testing.
- 66.4 ASPSM is committed to:
- promoting the health and welfare of seafarers employed by the Company; and
 - maintaining a safe and efficient shipboard environment.

And in turn expects all seafarers in its employ to be:

- capable of carrying out their normal duties and responsibilities; and
- ready and able to respond to an emergency at any time during their period on Articles.

67. Salvage

Salvage shall not be claimable by the Owner if the Vessel goes to the aid of any other vessel chartered by the Commonwealth of Australia or the Vessel goes to the aid of any other vessel which is owned or under the control of any other vessel which is owned or under the control of any other nation that is a signatory to the Antarctic Treaty where such other vessel is at the time employed by any signatory nation to the Antarctic Treaty or is engaged in an Antarctic voyage authorised by any signatory nation to the Antarctic Treaty.

Neither the Master nor the Crew shall be entitled to claim any salvage rewards where the Vessel goes to the aid of any other vessel chartered by the Commonwealth of Australia or the Vessel goes to the aid of any other vessel which is owned or under the control of any other nation that is a signatory to the Antarctic Treaty where such other vessel is at the time employed by any signatory nation to the Antarctic Treaty or is engaged in an Antarctic voyage authorised by any signatory nation to the Antarctic Treaty.

Apart from the limitations contained in clause, salvage rights apply.

68. Combined Messing/Shared Dining Facility

All personnel, including both marine crew and special personnel, will have all meals utilising a combined messing facility.

69. Smoking Policy

Smoking will be permitted on the vessel only within the designated smoking areas.

70. Employee Assistance/Counselling Service

The Company shall provide to all employees an independent confidential counselling service, through "Hunterlink", to be the first recourse in relation to any stress/addiction/problem including in home or workplace relationships that may, if untreated, affect performance in the workplace.

The team at Hunterlink provides a confidential support and recovery program tailored to suit individual needs.

71. Workplace Change and Consultation

- 71.1 Where the Employer is considering major workplace changes that are likely to have a significant effect on employees covered by this Agreement, the employer agrees to consult with the Union and the employees who will be affected by the changes.

- 71.2 As part of the consultation process the employer, the Union and the affected employees or their representative(s) agree to meet and discuss as soon as practicable the nature, introduction and effect the major workplace change is likely to have on the employees, provide information, consider and respond to proposals or measures to avert or mitigate any adverse effects and to refrain from conduct inconsistent with good faith consultation.
- 71.3 As soon as a final decision has been made, the employer must notify the Union and the employees affected, in writing, and explain the effects of the decision.
- 71.4 A major workplace change includes decisions likely to have a significant effect on employees if it results in:
- a) the termination of employment of employees; or
 - b) major change to the composition, operation or size of the workforce or to the skills required of employees; or
 - c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - d) the alteration of hours of work; or
 - e) the need to retrain employees; or
 - f) the need to relocate employees to another workplace; or
 - g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 71.5 Where the employer proposes to introduce a change to the regular roster or ordinary hours of work of employees:
- a) the employer must notify the employees who will be affected by the proposed change; and
 - b) clauses 71.6 - 71.10 will apply.
- 71.6 The affected employees may appoint a representative for the purposes of the procedures in this clause.
- 71.7 If:
- a) an affected employee appoints, or affected employees appoint, a representative for the purposes of consultation; and
 - b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- 71.8 As soon as practicable after proposing to introduce the change, the employer must:
- a) discuss with the affected employees the introduction of the change; and
 - b) for the purposes of the discussion - provide to the affected employees:
 - i) all relevant information about the change, including the nature of the change; and
 - ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - c) invite the affected employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 71.9 However, the employer is not required to disclose confidential or commercially sensitive information to the employees affected by the change.
- 71.10 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

72. Family and Domestic Violence

- 72.1 Paid personal leave may be taken by an employee experiencing family and domestic violence for:

- a) attending legal proceedings, counselling, appointments with a medical or legal practitioner;
 - b) relocation or making other safety arrangements; or
 - c) other activities associated with the experience of family and domestic violence.
- 72.2 In addition, paid personal leave may be taken by an employee who provides support to a person experiencing family and domestic violence is entitled to access family and domestic leave for:
- a) accompanying that person to legal proceedings, counselling, appointments with a medical or legal practitioner;
 - b) assisting with relocation or other safety arrangements; or
 - c) other activities associated with the family and domestic violence including caring for children.
- 72.3 Such leave must be taken out of accrued paid personal leave and no additional paid leave entitlement applies for this purpose.
- 72.4 If required by the Employer, the employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in this clause. Such evidence may include a document issued by the police service, a court, a health professional, a family violence support service, a lawyer, a financial institution, an accountant or a statutory declaration.
- 72.5 For the purpose of this clause, family and domestic violence is defined as any violent, threatening or other abusive behaviour by a person against a member of the person's family or household (current or former). To avoid doubt, this definition includes behavior that:
- a) is physically or sexually abusive; or
 - b) is emotionally or psychologically abusive; or
 - c) is economically abusive; or
 - d) is threatening; or
 - e) is coercive; or
 - f) in any other way controls or dominates the family or household member and causes that person to feel fear for their safety or wellbeing or that of another person; or
 - g) causes a child to hear or witness, or otherwise be exposed to the effects of, such behaviour.

73. Records

The employer shall keep or cause to be kept a record containing:

- the amount of salary and all allowances or other payments payable to each officer and, where applicable, the date when and the place where leave due under clause 50 of this Agreement was granted and the amount thereof; and
- the employment record of each officer showing details of his commencement, termination dates and date of permanent employment will be maintained for the previous two years.

74. No Extra Claims

It is agreed that there will be no extra claims by either party for the life of this Agreement.

75. Quarantine

- 75.1 Any employee who is required by Government direction to quarantine due to the coronavirus pandemic prior to joining a vessel or on leaving a vessel will be paid dead days for the duration of the mandatory quarantine period.
- 75.2 For the duration of such mandatory quarantine period, ASPSM will meet the reasonable cost of take away meals provided by delivery service capped at the amounts specified in clause 34.4.
- 75.3 ASPSM will endeavour not to impose unnecessary isolation or quarantine requirements. However, if ASPSM requests an employee to quarantine or isolate in circumstances not covered by clause 75.1, the employee will accrue a leave day for each day of the required quarantine/isolation period and ASPSM will seek to find a suitable hotel that can provide cooking facilities and with an outdoor area or balcony.

76. Execution

DATE:

Signed for and on behalf of ASPSM

Signature: _____

Name (Print):

Address: 'Majella' 473 St Kilda Road Melbourne 3004

Authority to Sign: Authorised representative of the Employer

Signed for and on behalf of Australian Institute of Marine and Power Engineers

Signature: _____

Name (Print):

Address: 202/20 Convention Centre Place South Wharf Vic 3006

Authority to Sign: Bargaining representative of Employees

Signed for and on behalf of The Australian Maritime Officers Union

Signature: _____

Name (Print):

Address: Suite 1, Level 5, 377 Sussex Street, Sydney NSW 2000

Authority to Sign: Bargaining representative of Employees

SCHEDULE 1 – SALARY TABLES

CSIRO Deck Officers Rates of Pay, Effective 1 August 2020

1/08/2020	MASTER		CHIEF OFFICER		SECOND OFFICER		THIRD OFFICER			
Years in Rank	Annual Rate	Daily Rate	Annual Rate	Daily Rate	Annual Rate	Daily Rate	Annual Rate	Daily Rate		
0	\$240,512	\$660.75	\$196,808	\$540.68	\$174,440	\$479.23	\$161,143	\$442.70		
1	\$242,917	\$667.35	\$198,776	\$546.09	\$176,184	\$484.02	\$162,755	\$447.13		
2	\$245,322	\$673.96	\$200,744	\$551.50	\$177,929	\$488.81	\$164,366	\$451.55		
3	\$247,727	\$680.57	\$202,712	\$556.90	\$179,673	\$493.61	\$165,977	\$455.98		
4	\$250,132	\$687.18	\$204,681	\$562.31	\$181,417	\$498.40	\$167,589	\$460.41		
5	\$252,537	\$693.78	\$206,649	\$567.72	\$183,162	\$503.19	\$169,200	\$464.84		
6	\$254,943	\$700.39	\$208,617	\$573.12	\$184,906	\$507.98	\$170,812	\$469.26		
7	\$257,348	\$707.00	\$210,585	\$578.53	\$186,651	\$512.78	\$172,423	\$473.69		
8	\$259,753	\$713.61	\$212,553	\$583.94	\$188,395	\$517.57	\$174,035	\$478.12		
9	\$262,158	\$720.21	\$214,521	\$589.34	\$190,139	\$522.36	\$175,646	\$482.54		
10	\$264,563	\$726.82	\$216,489	\$594.75	\$191,884	\$527.15	\$177,257	\$486.97		
11	\$266,968	\$733.43	\$218,457	\$600.16	\$193,628	\$531.95				
12	\$269,373	\$740.04	\$220,425	\$605.56	\$195,373	\$536.74				
13	\$271,778	\$746.64	\$222,393	\$610.97						
14	\$274,184	\$753.25	\$224,361	\$616.38						
15	\$276,589	\$759.86								
16	\$278,994	\$766.47								
17	\$281,399	\$773.07								
18	\$283,804	\$779.68								
19	\$286,209	\$786.29								

CSIRO Deck Officers Rates of Pay, Effective 1 August 2021 (3.8%)

1/08/2021	MASTER		CHIEF OFFICER		SECOND OFFICER		THIRD OFFICER			
Years in Rank	Annual Rate	Daily Rate	Annual Rate	Daily Rate	Annual Rate	Daily Rate	Annual Rate	Daily Rate		
0	\$249,651	\$685.86	\$204,287	\$561.23	\$181,069	\$497.44	\$167,266	\$459.52		
1	\$252,148	\$692.71	\$206,330	\$566.84	\$182,879	\$502.42	\$168,939	\$464.12		
2	\$254,644	\$699.57	\$208,372	\$572.45	\$184,690	\$507.39	\$170,612	\$468.71		
3	\$257,141	\$706.43	\$210,415	\$578.06	\$186,501	\$512.36	\$172,284	\$473.31		
4	\$259,638	\$713.29	\$212,458	\$583.68	\$188,311	\$517.34	\$173,957	\$477.90		
5	\$262,134	\$720.15	\$214,501	\$589.29	\$190,122	\$522.31	\$175,630	\$482.50		
6	\$264,631	\$727.01	\$216,544	\$594.90	\$191,933	\$527.29	\$177,302	\$487.09		
7	\$267,127	\$733.87	\$218,587	\$600.51	\$193,744	\$532.26	\$178,975	\$491.69		
8	\$269,624	\$740.72	\$220,630	\$606.13	\$195,554	\$537.24	\$180,648	\$496.29		
9	\$272,120	\$747.58	\$222,673	\$611.74	\$197,365	\$542.21	\$182,320	\$500.88		
10	\$274,617	\$754.44	\$224,715	\$617.35	\$199,176	\$547.19	\$183,993	\$505.48		
11	\$277,113	\$761.30	\$226,758	\$622.96	\$200,986	\$552.16				
12	\$279,610	\$768.16	\$228,801	\$628.57	\$202,797	\$557.13				
13	\$282,106	\$775.02	\$230,844	\$634.19						
14	\$284,603	\$781.88	\$232,887	\$639.80						
15	\$287,099	\$788.73								
16	\$289,596	\$795.59								
17	\$292,092	\$802.45								
18	\$294,589	\$809.31								
19	\$297,085	\$816.17								

CSIRO Deck Officers Rates of Pay, Effective 1 August 2022 (6.1%)

1/08/2022	MASTER		CHIEF OFFICER		SECOND OFFICER		THIRD OFFICER	
Years in Rank	Annual Rate	Daily Rate	Annual Rate	Daily Rate	Annual Rate	Daily Rate	Annual Rate	Daily Rate
0	\$264,880	\$727.69	\$216,749	\$595.46	\$192,114	\$527.79	\$177,469	\$487.55
1	\$267,529	\$734.97	\$218,916	\$601.42	\$194,035	\$533.06	\$179,244	\$492.43
2	\$270,177	\$742.25	\$221,083	\$607.37	\$195,956	\$538.34	\$181,019	\$497.30
3	\$272,826	\$749.52	\$223,251	\$613.33	\$197,878	\$543.62	\$182,793	\$502.18
4	\$275,475	\$756.80	\$225,418	\$619.28	\$199,799	\$548.90	\$184,568	\$507.05
5	\$278,124	\$764.08	\$227,586	\$625.24	\$201,720	\$554.18	\$186,343	\$511.93
6	\$280,772	\$771.35	\$229,753	\$631.19	\$203,641	\$559.45	\$188,117	\$516.81
7	\$283,421	\$778.63	\$231,921	\$637.15	\$205,562	\$564.73	\$189,892	\$521.68
8	\$286,070	\$785.91	\$234,088	\$643.10	\$207,483	\$570.01	\$191,667	\$526.56
9	\$288,719	\$793.18	\$236,256	\$649.05	\$209,404	\$575.29	\$193,441	\$531.43
10	\$291,368	\$800.46	\$238,423	\$655.01	\$211,326	\$580.56	\$195,216	\$536.31
11	\$294,016	\$807.74	\$240,591	\$660.96	\$213,247	\$585.84		
12	\$296,665	\$815.01	\$242,758	\$666.92	\$215,168	\$591.12		
13	\$299,314	\$822.29	\$244,926	\$672.87				
14	\$301,963	\$829.57	\$247,093	\$678.83				
15	\$304,612	\$836.85						
16	\$307,260	\$844.12						
17	\$309,909	\$851.40						
18	\$312,558	\$858.68						
19	\$315,207	\$865.95						

CSIRO Deck Officers Rates of Pay, Effective 1 August 2023 (2% or CPI if greater)

1/08/2023	MASTER		CHIEF OFFICER		SECOND OFFICER		THIRD OFFICER							
Years in Rank	Annual Rate	Daily Rate	Annual Rate	Daily Rate	Annual Rate	Daily Rate	Annual Rate	Daily Rate						
0	\$270,178	\$742.25	\$221,084	\$607.37	\$195,956	\$538.34	\$181,018	\$497.30						
1	\$272,879	\$749.67	\$223,294	\$613.45	\$197,916	\$543.72	\$182,829	\$502.28						
2	\$275,581	\$757.09	\$225,505	\$619.52	\$199,875	\$549.11	\$184,639	\$507.25						
3	\$278,283	\$764.51	\$227,716	\$625.59	\$201,835	\$554.49	\$186,449	\$512.22						
4	\$280,985	\$771.94	\$229,927	\$631.67	\$203,795	\$559.88	\$188,259	\$517.20						
5	\$283,686	\$779.36	\$232,138	\$637.74	\$205,754	\$565.26	\$190,069	\$522.17						
6	\$286,388	\$786.78	\$234,348	\$643.81	\$207,714	\$570.64	\$191,879	\$527.14						
7	\$289,090	\$794.20	\$236,559	\$649.89	\$209,673	\$576.03	\$193,690	\$532.11						
8	\$291,792	\$801.63	\$238,770	\$655.96	\$211,633	\$581.41	\$195,500	\$537.09						
9	\$294,494	\$809.05	\$240,981	\$662.04	\$213,592	\$586.79	\$197,310	\$542.06						
10	\$297,195	\$816.47	\$243,192	\$668.11	\$215,552	\$592.18	\$199,120	\$547.03						
11	\$299,897	\$823.89	\$245,403	\$674.18	\$217,511	\$597.56								
12	\$302,599	\$831.32	\$247,613	\$680.26	\$219,471	\$602.94								
13	\$305,301	\$838.74	\$249,824	\$686.33										
14	\$308,002	\$846.16	\$252,035	\$692.40										
15	\$310,704	\$853.58												
16	\$313,406	\$861.01												
17	\$316,108	\$868.43												
18	\$318,810	\$875.85												
19	\$321,511	\$883.27												

CSIRO Deck Officers Rates of Pay, Effective 1 August 2024 (2% or CPI if greater)

1/08/2024	MASTER		CHIEF OFFICER		SECOND OFFICER		THIRD OFFICER	
Years in Rank	Annual Rate	Daily Rate	Annual Rate	Daily Rate	Annual Rate	Daily Rate	Annual Rate	Daily Rate
0	\$275,582	\$757.09	\$225,506	\$619.52	\$199,875	\$549.11	\$184,638	\$507.25
1	\$278,337	\$764.66	\$227,760	\$625.71	\$201,874	\$554.60	\$186,485	\$512.32
2	\$281,093	\$772.23	\$230,015	\$631.91	\$203,873	\$560.09	\$188,332	\$517.39
3	\$283,849	\$779.80	\$232,270	\$638.10	\$205,872	\$565.58	\$190,178	\$522.47
4	\$286,605	\$787.38	\$234,525	\$644.30	\$207,870	\$571.07	\$192,024	\$527.54
5	\$289,361	\$794.95	\$236,780	\$650.49	\$209,869	\$576.56	\$193,871	\$532.61
6	\$292,116	\$802.52	\$239,035	\$656.69	\$211,868	\$582.05	\$195,717	\$537.68
7	\$294,872	\$810.09	\$241,290	\$662.88	\$213,867	\$587.55	\$197,563	\$542.76
8	\$297,628	\$817.66	\$243,545	\$669.08	\$215,865	\$593.04	\$199,410	\$547.83
9	\$300,384	\$825.23	\$245,800	\$675.27	\$217,864	\$598.53	\$201,256	\$552.90
10	\$303,140	\$832.80	\$248,055	\$681.47	\$219,863	\$604.02	\$203,103	\$557.97
11	\$305,896	\$840.37	\$250,310	\$687.67	\$221,862	\$609.51		
12	\$308,651	\$847.94	\$252,565	\$693.86	\$223,860	\$615.00		
13	\$311,407	\$855.51	\$254,820	\$700.06				
14	\$314,163	\$863.09	\$257,075	\$706.25				
15	\$316,919	\$870.66						
16	\$319,675	\$878.23						
17	\$322,430	\$885.80						
18	\$325,186	\$893.37						
19	\$327,942	\$900.94						

CSIRO Engineer Officers Rates of Pay, Effective 1 August 2020

1/08/2020	CHIEF ENGINEER		FIRST ENGINEER		FIRST ELECTRICAL ENGINEER		SECOND ENGINEER		THIRD ENGINEER			
Years in Rank	Annual Rate	Daily Rate	Annual Rate	Daily Rate	Annual Rate	Daily Rate	Annual Rate	Daily Rate	Annual Rate	Daily Rate		
0	\$235,795	\$647.79	\$196,808	\$540.68	\$183,213	\$503.33	\$174,440	\$479.23	\$161,143	\$442.70		
1	\$238,153	\$654.27	\$198,776	\$546.09	\$185,045	\$508.37	\$176,184	\$484.02	\$162,755	\$447.13		
2	\$240,511	\$660.74	\$200,744	\$551.50	\$186,877	\$513.40	\$177,929	\$488.81	\$164,366	\$451.55		
3	\$242,869	\$667.22	\$202,712	\$556.90	\$188,709	\$518.43	\$179,673	\$493.61	\$165,977	\$455.98		
4	\$245,227	\$673.70	\$204,681	\$562.31	\$190,541	\$523.47	\$181,417	\$498.40	\$167,589	\$460.41		
5	\$247,585	\$680.18	\$206,649	\$567.72	\$192,374	\$528.50	\$183,162	\$503.19	\$169,200	\$464,84		
6	\$249,943	\$686.66	\$208,617	\$573.12	\$194,206	\$533.53	\$184,906	\$507.98	\$170,812	\$469.26		
7	\$252,301	\$693.13	\$210,585	\$578.53	\$196,038	\$538.57	\$186,651	\$512.78	\$172,423	\$473.69		
8	\$254,659	\$699.61	\$212,553	\$583.94	\$197,870	\$543.60	\$188,395	\$517.57	\$174,035	\$478.12		
9	\$257,017	\$706.09	\$214,521	\$589.34	\$199,702	\$548.63	\$190,139	\$522.36	\$175,646	\$482.54		
10	\$259,375	\$712.57	\$216,489	\$594.75	\$201,534	\$553.67	\$191,884	\$527.15	\$177,257	\$486.97		
11	\$261,732	\$719.05	\$218,457	\$600.16	\$203,366	\$558.70	\$193,628	\$531.95				
12	\$264,090	\$725.52	\$220,425	\$605.56	\$205,199	\$563.73	\$195,373	\$536.74				
13	\$266,448	\$732.00	\$222,393	\$610.97	\$207,031	\$568.77						
14	\$268,806	\$738.48	\$224,361	\$616.38	\$208,863	\$573.80						
15	\$271,164	\$744.96			\$210,695	\$578.83						
16	\$273,522	\$751.43			\$212,527	\$583.87						
17	\$275,880	\$757.91			\$214,359	\$588.90						
18	\$278,238	\$764.39			\$216,191	\$593.93						
19	\$280,596	\$770.87			\$218,023	\$598.97						

CSIRO Engineer Officers Rates of Pay, Effective 1 August 2021 (3.8%)

1/08/2021	CHIEF ENGINEER		FIRST ENGINEER		FIRST ELECTRICAL ENGINEER		SECOND ENGINEER		THIRD ENGINEER	
Years in Rank	Annual Rate	Daily Rate	Annual Rate	Daily Rate	Annual Rate	Daily Rate	Annual Rate	Daily Rate	Annual Rate	Daily Rate
0	\$244,755	\$672.40	\$204,287	\$561.23	\$190,175	\$522.46	\$181,069	\$497.44	\$167,266	\$459.52
1	\$247,203	\$679.13	\$206,330	\$566.84	\$192,077	\$527.68	\$182,879	\$502.42	\$168,939	\$464.12
2	\$249,650	\$685.85	\$208,372	\$572.45	\$193,979	\$532.91	\$184,690	\$507.39	\$170,612	\$468.71
3	\$252,098	\$692.58	\$210,415	\$578.06	\$195,880	\$538.13	\$186,501	\$512.36	\$172,284	\$473.31
4	\$254,545	\$699.30	\$212,458	\$583.68	\$197,782	\$543.36	\$188,311	\$517.34	\$173,957	\$477.90
5	\$256,993	\$706.02	\$214,501	\$589.29	\$199,684	\$548.58	\$190,122	\$522.31	\$175,630	\$482.50
6	\$259,441	\$712.75	\$216,544	\$594.90	\$201,586	\$553.81	\$191,933	\$527.29	\$177,302	\$487.09
7	\$261,888	\$719.47	\$218,587	\$600.51	\$203,487	\$559.03	\$193,744	\$532.26	\$178,975	\$491.69
8	\$264,336	\$726.20	\$220,630	\$606.13	\$205,389	\$564.26	\$195,554	\$537.24	\$180,648	\$496.29
9	\$266,783	\$732.92	\$222,673	\$611.74	\$207,291	\$569.48	\$197,365	\$542.21	\$182,320	\$500.88
10	\$269,231	\$739.64	\$224,715	\$617.35	\$209,193	\$574.70	\$199,176	\$547.19	\$183,993	\$505.48
11	\$271,678	\$746.37	\$226,758	\$622.96	\$211,094	\$579.93	\$200,986	\$552.16		
12	\$274,126	\$753.09	\$228,801	\$628.57	\$212,996	\$585.15	\$202,797	\$557.13		
13	\$276,573	\$759.82	\$230,844	\$634.19	\$214,898	\$590.38				
14	\$279,021	\$766.54	\$232,887	\$639.80	\$216,800	\$595.60				
15	\$281,468	\$773.27			\$218,701	\$600.83				
16	\$283,916	\$779.99			\$220,603	\$606.05				
17	\$286,364	\$786.71			\$222,505	\$611.28				
18	\$288,811	\$793.44			\$224,407	\$616.50				
19	\$291,259	\$800.16			\$226,308	\$621.73				

CSIRO Engineer Officers Rates of Pay, Effective 1 August 2022 (6.1%)

1/08/2022	CHIEF ENGINEER		FIRST ENGINEER		FIRST ELECTRICAL ENGINEER		SECOND ENGINEER		THIRD ENGINEER			
Years in Rank	Annual Rate	Daily Rate	Annual Rate	Daily Rate	Annual Rate	Daily Rate	Annual Rate	Daily Rate	Annual Rate	Daily Rate		
0	\$259,685	\$713.42	\$216,749	\$595.46	\$201,776	\$554.33	\$192,114	\$527.79	\$177,469	\$487.55		
1	\$262,282	\$720.55	\$218,916	\$601.42	\$203,794	\$559.87	\$194,035	\$533.06	\$179,244	\$492.43		
2	\$264,879	\$727.69	\$221,083	\$607.37	\$205,811	\$565.42	\$195,956	\$538.34	\$181,019	\$497.31		
3	\$267,476	\$734.82	\$223,251	\$613.33	\$207,829	\$570.96	\$197,877	\$543.62	\$182,794	\$502.18		
4	\$270,072	\$741.96	\$225,418	\$619.28	\$209,847	\$576.50	\$199,798	\$548.90	\$184,568	\$507.06		
5	\$272,669	\$749.09	\$227,586	\$625.24	\$211,865	\$582.05	\$201,720	\$554.17	\$186,343	\$511.93		
6	\$275,266	\$756.23	\$229,753	\$631.19	\$213,882	\$587.59	\$203,641	\$559.45	\$188,118	\$516.81		
7	\$277,863	\$763.36	\$231,921	\$637.14	\$215,900	\$593.13	\$205,562	\$564.73	\$189,893	\$521.68		
8	\$280,460	\$770.49	\$234,088	\$643.10	\$217,918	\$598.68	\$207,483	\$570.01	\$191,667	\$526.56		
9	\$283,057	\$777.63	\$236,256	\$649.05	\$219,936	\$604.22	\$209,404	\$575.29	\$193,442	\$531.43		
10	\$285,654	\$784.76	\$238,423	\$655.01	\$221,953	\$609.76	\$211,325	\$580.56	\$195,217	\$536.31		
11	\$288,250	\$791.90	\$240,590	\$660.96	\$223,971	\$615.31	\$213,246	\$585.84				
12	\$290,847	\$799.03	\$242,758	\$666.92	\$225,989	\$620.85	\$230,537	\$633.34				
13	\$293,444	\$806.17	\$244,925	\$672.87	\$228,007	\$626.39						
14	\$296,041	\$813.30	\$247,093	\$678.83	\$230,024	\$631.94						
15	\$298,638	\$820.43			\$232,042	\$637.48						
16	\$301,235	\$827.57			\$234,060	\$643.02						
17	\$303,832	\$834.70			\$236,078	\$648.56						
18	\$306,428	\$841.84			\$238,095	\$654.11						
19	\$309,025	\$848.97			\$240,113	\$659.65						

CSIRO Engineer Officers Rates of Pay, Effective 1 August 2023 (2% or CPI if greater)

1/08/2023	CHIEF ENGINEER		FIRST ENGINEER		FIRST ELECTRICAL ENGINEER		SECOND ENGINEER		THIRD ENGINEER		
Years in Rank	Annual Rate	Daily Rate	Annual Rate	Daily Rate	Annual Rate	Daily Rate	Annual Rate	Daily Rate	Annual Rate	Daily Rate	
0	\$264,879	\$727.69	\$221,084	\$607.37	\$205,812	\$565.42	\$195,956	\$538.34	\$181,018	\$497.31	
1	\$267,528	\$734.97	\$223,294	\$613.45	\$207,869	\$571.07	\$197,916	\$543.72	\$182,829	\$502.28	
2	\$270,176	\$742.24	\$225,505	\$619.52	\$209,928	\$576.72	\$199,875	\$549.11	\$184,639	\$507.25	
3	\$272,825	\$749.52	\$227,716	\$625.59	\$211,986	\$582.38	\$201,835	\$554.49	\$186,450	\$512.22	
4	\$275,474	\$756.80	\$229,926	\$631.67	\$214,044	\$588.03	\$203,794	\$559.87	\$188,260	\$517.20	
5	\$278,123	\$764.07	\$232,137	\$637.74	\$216,102	\$593.69	\$205,754	\$565.26	\$190,070	\$522.17	
6	\$280,771	\$771.35	\$234,348	\$643.81	\$218,160	\$599.34	\$207,714	\$570.64	\$191,880	\$527.14	
7	\$283,420	\$778.63	\$236,559	\$649.89	\$220,218	\$604.99	\$209,673	\$576.03	\$193,690	\$532.12	
8	\$286,069	\$785.90	\$238,770	\$655.96	\$222,276	\$610.65	\$211,633	\$581.41	\$195,501	\$537.09	
9	\$288,718	\$793.18	\$240,981	\$662.03	\$224,334	\$616.30	\$213,592	\$586.79	\$197,311	\$542.06	
10	\$291,367	\$800.46	\$243,191	\$668.11	\$226,392	\$621.96	\$215,552	\$592.18	\$199,121	\$547.04	
11	\$294,015	\$807.73	\$245,402	\$674.18	\$228,451	\$627.61	\$217,511	\$597.56			
12	\$296,664	\$815.01	\$247,613	\$680.26	\$230,509	\$633.27	\$219,471	\$602.94			
13	\$299,313	\$822.29	\$249,824	\$686.33	\$232,567	\$638.92					
14	\$301,962	\$829.57	\$252,035	\$692.40	\$234,625	\$644.57					
15	\$304,611	\$836.84			\$236,683	\$650.23					
16	\$307,259	\$844.12			\$238,741	\$655.88					
17	\$309,908	\$851.40			\$240,799	\$661.54					
18	\$312,557	\$858.67			\$242,857	\$667.19					
19	\$315,206	\$865.95			\$244,915	\$672.84					

CSIRO Engineer Officers Rates of Pay, Effective 1 August 2024 (2% or CPI if greater)

1/08/2024	CHIEF ENGINEER		FIRST ENGINEER		FIRST ELECTRICAL ENGINEER		SECOND ENGINEER		THIRD ENGINEER			
Years in Rank	Annual Rate	Daily Rate	Annual Rate	Daily Rate	Annual Rate	Daily Rate	Annual Rate	Daily Rate	Annual Rate	Daily Rate		
0	\$270,177	\$742.24	\$225,506	\$619.52	\$209,928	\$576.72	\$199,875	\$549.11	\$184,638	\$507.25		
1	\$272,878	\$749.67	\$227,760	\$625.71	\$212,027	\$582.49	\$201,874	\$554.60	\$186,486	\$512.32		
2	\$275,580	\$757.09	\$230,015	\$631.91	\$214,126	\$588.26	\$203,873	\$560.09	\$188,332	\$517.40		
3	\$278,282	\$764.51	\$232,270	\$638.10	\$216,225	\$594.03	\$205,872	\$565.58	\$190,179	\$522.47		
4	\$280,983	\$771.93	\$234,525	\$644.30	\$218,325	\$599.79	\$207,870	\$571.07	\$192,025	\$527.54		
5	\$283,685	\$779.35	\$236,780	\$650.49	\$220,424	\$605.56	\$209,869	\$576.56	\$193,871	\$532.61		
6	\$286,387	\$786.78	\$239,035	\$656.69	\$222,523	\$611.33	\$211,868	\$582.05	\$195,718	\$537.69		
7	\$289,089	\$794.20	\$241,290	\$662.89	\$224,622	\$617.09	\$213,867	\$587.55	\$197,564	\$542.76		
8	\$291,790	\$801.62	\$243,545	\$669.08	\$226,722	\$622.86	\$215,865	\$593.04	\$199,411	\$547.83		
9	\$294,492	\$809.04	\$245,800	\$675.28	\$228,821	\$628.63	\$217,864	\$598.53	\$201,257	\$552.90		
10	\$297,194	\$816.47	\$248,055	\$681.47	\$230,920	\$634.40	\$219,863	\$604.02	\$203,103	\$557.98		
11	\$299,896	\$823.89	\$250,310	\$687.67	\$233,020	\$640.16	\$221,862	\$609.51				
12	\$302,597	\$831.31	\$252,565	\$693.86	\$235,119	\$645.93	\$239,850	\$658.93				
13	\$305,299	\$838.73	\$254,820	\$700.06	\$237,218	\$651.70						
14	\$308,001	\$846.16	\$257,075	\$706.25	\$239,317	\$657.47						
15	\$310,703	\$853.58			\$241,417	\$663.23						
16	\$313,405	\$861.00			\$243,516	\$669.00						
17	\$316,106	\$868.42			\$245,615	\$674.77						
18	\$318,808	\$875.85			\$247,714	\$680.53						
19	\$321,510	\$883.27			\$249,814	\$686.30						

SCHEDULE 2 – COMPANY LIST FOR THE PURPOSE OF CLAUSE 54 (LONG SERVICE LEAVE - AIMPE)

Adelaide Brighton Cement Limited
Adsteam Offshore Pty Ltd
Ampol Petroleum (Queensland) Pty Ltd
ANL Limited (trading as Australian National Line)
ASP Ship Management
Associated Steamships Pty Ltd
Bhagwan Marine
Brambles Shipping (a Division of Brambles Holdings Ltd)
The Broken Hill Proprietary Co Limited
Caltex Tanker Company (Australia) Pty Ltd
Cementco Shipping Pty Ltd
Coal and Allied Industries Pty Ltd
Coal Operations Australia Limited
Coastal Express Line
CSR Limited
Eastern and Australian Steamship Co Ltd
Holyman Ltd
Howard Smith Industries Pty Ltd
R.W. Miller (S.A) Pty Ltd
R.W. Miller (Tanker) Co Pty Ltd - (formerly R.W. Miller & Co Company Pty Ltd)
The Transport Commission - (formerly Transport Department, Tasmania)
TT Line Company Pty Ltd
Union Shipping Australia Pty Ltd
Western Australian Coastal Shipping Commission
Australian Offshore Services (a Division of P&O Maritime Services Pty Ltd)
Dolphin Drilling Pty Ltd
Farstad Shipping (Indian Pacific) Pty Ltd
Manning Services Australia Pty Ltd
Mermaid Marine Australia Pty Ltd
Pacific Manning Co Pty Ltd
Swire Pacific Ship Management (Australia) Pty Ltd
P&O Maritime Services Pty Ltd
Stirling Marine Services Pty Ltd (formerly Elder Prince Marine Services Pty Ltd)
Tidewater Port Jackson Marine Pty Ltd
Tidewater Marine Australia Pty Ltd
Total Marine Services Pty Ltd Western Geco (Australia) Pty Ltd
BHP Petroleum Pty Ltd
Mermaid Sound Port & Marine Services Pty Ltd
Inca Ships

SCHEDULE 3 - TRAINING AGREEMENT (AIMPE)

1. The Parties have reached agreement on a program of Sponsored Engineer Cadets who will NOT be employees and therefore NOT covered by this Agreement; the support that the Company and AIMPE shall agree will be detailed in a separate Cadet Sponsorship Agreement with the AIMPE/ASP Sponsored Cadet Engineer.
2. For Engineer Cadets or Trainee Engineers not employed by the Company under the above Cadet Sponsorship Agreement the following applies:

The Parties have reached agreement on the employment of a number of Junior (Trainee Engineer) Engineers who will undertake mutually agreed courses of study which are in compliance with standards prescribed by Australian Flag-State:

- i) The Company undertakes to fund the training of an agreed number of enterprise-employed Engineer Cadets and/or Junior (Trainee Engineer) Engineers, as set out in clause (iv) below, for each year of this Agreement.
- ii) Junior (Trainee Engineer) Engineers will be Engineering Tradespersons (as defined in Marine Order 72, as varied from time to time), will undertake mutually-approved training to obtain the Engineer Watchkeeper Certificate of Competency and, subject to satisfactory performance, shall be entitled (salary rates will be re-negotiated annually) to the following:
 - payment of all college fees/costs, all travel to attend the college, and provision of meals and accommodation; and
 - payment at the weekly rate set out below during the period of qualifying sea service (at least 36 weeks) on the Company's vessels and during fifteen (15) weeks of paid leave in respect of the qualifying sea service; and

From	At Sea & On Leave
Current	\$1,678
1.8.2022	\$1,712
1.8.2023	\$1,746
1.8.2024	\$1,781
1.8.2025	\$1,817

- during attendance (including exam/study periods) at college to complete the Engineer Watchkeeper Certificate and pre-sea training, Advanced Firefighting, Survival, First Aid and other required short courses, payment at 75% of the rate set out above (set out below for convenience); and

From	At College
Current	\$1,208
1.8.2022	\$1,678
1.8.2023	\$1,712
1.8.2024	\$1,746
1.8.2025	\$1,781

- payment of all short course fees/costs, all travel to attend the short courses, and provision of meals and accommodation.
- iii) Cadet Engineers will undertake a mutually approved Cadetship which shall include all subjects for the attainment (once qualifying sea service is accumulated) to obtain the Engineer Class 1 Certificate of Competency and, subject to satisfactory performance, shall be entitled to the following:
 - payment of all college fees/costs, all travel to attend the college, provision of meals and accommodation (accommodation via college-residence); and
 - payment at the following fortnightly rates:

Year	At College			At Sea		
	Year 1-2	Year 3	Year 4-5	Year 1-2	Year 3	Year 4-5
Current	\$1,728	\$2,089	\$2,375	\$1,997	\$2,193	\$2,579
2022	\$1,763	\$2,131	\$2,422	\$2,037	\$2,237	\$2,631
2023	\$1,798	\$2,174	\$2,471	\$2,078	\$2,282	\$2,684
2024	\$1,834	\$2,217	\$2,520	\$2,119	\$2,328	\$2,737
2025	\$1,871	\$2,262	\$2,571	\$2,162	\$2,374	\$2,792

- the rates of pay above will be paid during all college vacation times plus 4 weeks of paid leave per annum; and
 - “At College” above includes attendance at pre-sea training, Advanced Firefighting, Survival, First Aid and other required short courses; and
 - payment of all short course fees/costs, all travel to attend the short courses, and provision of meals and accommodation.
- iv) It is agreed that the Company will have in its employ, as a minimum at all times during the life of this Agreement, one (1) Junior (Trainee Engineer) Engineer **for each vessel** covered by this Agreement. At the conclusion of the training, for one person, the training for another would automatically commence having regard to how many vessels at that time covered by the Agreement.
- If the Employer so desires, the candidate for Traineeship will enter into a written undertaking that the employee will remain in its employment for a period of at least twelve months after sitting for the certificate in question.
 - This arrangement will not prevent an Employer from terminating an officer, however an officer may only terminate their employment during this twelve-month period:
 - with the Employer’s consent, or
 - with the approval of the Commission.
- v) It is acknowledged that trainees/cadets will only be employed on the RV Investigator where cabin space permits.

SCHEDULE 4 - CADETS AND DECK OFFICER TRAINEES

1. The provisions of this Schedule apply to persons who, on or after the date of certification of this Agreement:
 - 1.1. are offered and accept employment with ASPSM under a traineeship as a Cadet, or
 - 1.2. were undertaking a Traineeship as a Cadet, but had not obtained their certification as a Deck Officer prior to the date of certification of this Agreement or
 - 1.3. an ASPSM employee who has undergone deck officer studies and obtained DeckWatch-keeper certification.
2. Should there be any inconsistency between this Schedule and any other clause in this Agreement, then the provisions of this Schedule shall prevail.
3. The Parties agree that a sufficient number of Cadets will be recruited and trained annually in order to ensure the future needs of the enterprise, the viability of the training program for Cadets, and the operation of these provisions.
4. An Advanced Standing Cadet (ASC) is a cadet who at the time of commencement of their cadetship holds a trade qualification, a state issued Nautical Certificate or university graduate.
5. For every three (3) cadets who qualify as a Watch-keeper the Employer will support to Watch-keeper level one (1) Integrated Rating who has the academic ability to complete the course.
6. The annual rates of pay for Cadets are as follows:

Cadet	1-Aug-21	1-Aug-22	1-Aug-23	1-Aug-24	1-Aug-25
1st/2nd Year	\$45,868	\$46,786	\$47,721	\$48,676	\$49,649
3rd Year	\$52,687	\$53,741	\$54,816	\$55,912	\$57,030

7. The rates of pay for Advanced Standing Cadets are as follows:

Advance Standing Cadet	1-Aug-21	1-Aug-22	1-Aug-23	1-Aug-24	1-Aug-25
	\$60,876	\$62,093	\$63,335	\$64,602	\$65,894

8. Conditions for Cadets and Advanced Standing Cadets
 - 8.1. However, the training rate of pay for a Cadet who had commenced their traineeship prior to the certification of this Agreement will not be reduced.
 - 8.2. A \$516.00 per week living allowance whilst at college, unless the Cadet elects to receive accommodation and meals at the college in lieu of the allowance.
 - 8.3. Eight weeks annual leave per annum (and pro-rata annual leave for parts of a year).
 - 8.4. Training related college costs, which include course fees, levies, lectures or examination fees, and the costs of study and examination materials incurred during the traineeship.
9. ASPSM may require a trainee to enter into a written undertaking that the trainee will remain in its employment for a period of at least two years after the trainee has sat and obtained the certificate in question, provided that if the trainee remains in the employment of ASPSM such employment may be terminated by ASPSM.
10. If a trainee terminates their employment other than (on account of redundancy, illness, incapacity, domestic or other pressing necessity) within two years of gaining the certificate ASPSM may recover the training related college costs in accordance with the agreed undertaking.

11. An Officer who has completed the two years' service will be entitled on completion of his sea-time for the superior certificate to be given priority for study leave when the application is received.
12. Subject to clause 10, the training-related college costs may be recouped from any wages or leave payable under this Agreement.
13. ASPSM must provide to the Cadet or officer satisfactory evidence of the training-related college costs incurred by the company.
14. It is acknowledged that trainees/cadets will only be employed on the RV Investigator where cabin space permits